

REQUEST FOR PROPOSALS

Fulton Street and Ashland Place BAM CULTURAL DISTRICT, Brooklyn

Issue Date: Friday, February 9, 2007

Pre-Submission Conference Date: Friday, February 23, 2007

Proposal Submission Deadline: Friday, May 4, 2007



THE CITY OF NEW YORK
Michael R. Bloomberg, *Mayor*
Daniel L. Doctoroff, *Deputy Mayor*
for Economic Development and Rebuilding
DEPARTMENT OF HOUSING PRESERVATION
AND DEVELOPMENT
Shaun Donovan, *Commissioner*
www.nyc.gov/hpd

the **new** housing
MARKETPLACE
CREATING HOUSING FOR THE NEXT GENERATION



DEPARTMENT OF CULTURAL AFFAIRS
Kate D. Levin, *Commissioner*
www.nyc.gov/culture

TABLE OF CONTENTS

I. Introduction	5
II. Definitions	7
III. Program Description, Requirements, and Guidelines	9
A. Development Site	9
B. Neighborhood and Project Context	9
C. Development Program	11
D. Design Guidelines	12
E. Green and Sustainable Design	15
F. Zoning	16
G. Land Use and Environmental Issues and Approvals	16
H. Obligations of the Selected Developer	16
I. Disposition and Disposition Price	17
J. Financing	18
K. Real Property Taxes and Charges	19
L. Marketing, Sales, and Leasing	20
M. Rent Stabilization	20
N. Fair Housing Requirements	20
O. Warranty Coverage	20
P. Resale, Refinancing, and Recapture Restrictions	20
Q. Equal Opportunity	21
IV. Request For Proposals Process	21
A. Submission	22
B. Selection	22
V. Developer Selection Process	23
A. Threshold Requirements	23
B. Competitive Selection Criteria	24
VI. Submission Requirements	27
A. Pre-Submission Information and Inquiries	27
B. General Requirements	27
C. Contents of Proposal and Tabbing	28
VII. Conditions, Terms, and Limitations	33
VIII. Conflicts of Interest	35

Appendices	36
I. Site Maps	37
II. Estimated Project Timeline	41
III. BAM Cultural District Development Plans	42
IV. Danspace Project Background and Program	43
V. HPD New Construction Design Guidelines	71
VI. Cultural Space Fit-out Diagrams	77
VII. Phase I Environmental Site Assessment Executive Summary	83
VIII. HPD Marketing Guidelines	88
IX. Equal Opportunities Requirements	89
Exhibits: Proposal Forms	100
A. Completeness Checklist and Applicant's Letter	101
B. Proposal Summary	104
C. Development Team Information and Applicant Questionnaire	105
D. Development Experience and Current Workload	111
E. Individual's Property Listing	112
F. Ability to Finance	112
G. Project Design Narrative	119
H. Financing Proposals	120
I. Environmental Proposal	131
J. Design / Architectural Documents	132
K. HPD New Construction Sustainability Guidelines	133
L. Marketing Plan	138
M. Development Schedule	139
N. Additional Evidence of Experience and Qualifications	140

I. INTRODUCTION

Pursuant to this Request for Proposals (“RFP”), the City of New York (“City”), through its Department of Housing Preservation and Development (“HPD”) and its Department of Cultural Affairs (“DCA”) is inviting developers (“Applicants”) to submit development proposals (“Proposals”) for a mixed-use project (“Project”) on a prime parcel in the Brooklyn Academy of Music Cultural District (“BAM Cultural District”) in Brooklyn. The Project will consist of the construction of one building containing the core and shell (“Core and Shell”) for a cultural institution in the building base (“Building Base”), ground floor retail, and residential uses above.

This RFP is in accordance with the Mayor’s New Housing Marketplace Plan, which responds to the changing housing needs of New York’s communities by committing to the new construction or rehabilitation of 165,000 housing units by 2013. The proposed Project serves the Plan’s critical goals of creating needed housing opportunities, maximizing affordability, making City-owned land available for private residential development, and, in turn, enhancing the City’s community revitalization efforts.

In addition, this RFP responds to the redevelopment goals for the BAM Cultural District of converting vacant parking lots and underutilized property into affordable, desirable space for nonprofit visual, performing, media and other arts groups to create and present their work. When completed, the BAM Cultural District will include diverse arts programming, art-related educational offerings, mixed-income housing and amenities such as restaurants, cafés, and retail, all linked together through a series of distinctive public open spaces.

The development site (“Site”), located within the boundaries of the Brooklyn Center Urban Renewal Area, comprises approximately 12,470 square feet, and is composed of three lots in Block 2107: 24, p/o 15 and p/o 30. The Site is bounded by Fulton Street to the north and by Ashland Place to the east.

The Project envisioned for the Site consists of a building containing the Core and Shell for approximately 39,000 gross square feet of cultural space (“Cultural Space” or “Cultural Unit”) on the Building Base to be occupied by Danspace Project, Inc. (“Danspace”); up to 5,500 gross square feet of ground floor commercial space (“Commercial Space” or “Commercial Unit”) along Fulton Street; and a minimum of 150 residential units above the Building Base (“Residential Space” or “Residential Component”). Fifty percent (50%) of the total residential units must be affordable to households earning a maximum of 130% of Area Median Income (“AMI”), as adjusted for household size, and twenty percent (20%) of the total residential units must be affordable to households earning a maximum of 80% of AMI, as adjusted by household size. Proposals should target multiple income tiers. Proposals that provide the greatest affordability, including reaching lower AMIs, using the least amount of subsidy will be given preference.

The Site will be conveyed to the selected Developer for a nominal fee of \$1.00. City, State, and/or Federal subsidies may be available to enhance housing affordability. Proposals must comply with all terms of any subsidy programs that are utilized. Applicants are responsible for securing all necessary construction and permanent sources of financing. The Cultural Space, the Commercial Space, and the Residential Space will each comprise a separate condominium unit. The condominium unit containing the Cultural Space will be owned by the City of New York and leased to Danspace.

All Applicants must adhere to the requirements of this RFP. HPD will select an Applicant based on an evaluation of professional qualifications, feasibility of the Proposal, experience in development of large mixed-use projects, affordability of residential units, quality of the Core and Shell for the

Cultural Space, and overall quality of design and construction. **As innovative architectural design is a primary objective of the BAM Cultural District, the quality of design and construction will be given significant weight in the selection process.**

Applicants are responsible for assembling a development team (“Development Team”) that includes members with expertise in affordable housing development, mixed-use development, performing arts space development, and green design. The Development Team will be responsible for undertaking the design and construction of the dwelling units, the Core and Shell for the Cultural Space, and the Commercial Space. In addition, the Development Team will be responsible for the marketing and management of the dwelling units and the Commercial Space. Development Teams that include a local development partner (“Local Development Partner”) for the Residential Component of the Project will be given preference.

This RFP does not represent any obligation or agreement whatsoever on the part of the City. Any obligation or agreement on the part of the City may only be incurred after the City enters into a written agreement approved by the Mayor and Corporation Counsel.

A pre-submission conference will be held on Friday, February 23, 2007 at 11:30 AM at HPD, 100 Gold Street, Room 1R, New York, New York 10038. Every Applicant wishing to submit a Proposal in response to this RFP is encouraged to attend, as this will be the only opportunity to ask questions and receive answers in person regarding this RFP. Proposals are due by hand on Friday, May 4, 2007 no later than 4:00 p.m.

II. DEFINITIONS

Applicant

An individual, partnership, limited liability company, corporation, joint venture, or other entity that submits a Proposal in response to the RFP.

Building Base

Portion of the building with a maximum base height of 65' feet from the ground, consistent with the North Site General Design Requirements included in *Section III, D. Design Guidelines*.

Core and Shell

The structure enclosure and utilities of the Cultural Space, consistent with all requirements in this RFP, as detailed in *Section III, D. Design Guidelines*.

Cultural Space or Cultural Unit

The condominium unit owned by the City of New York and leased to and occupied by Danspace.

Developer

The entity or entities selected by the City to commence negotiations regarding the development of the Site offered through this RFP. The entity or entities will provide equity, secure financing, assemble a Development Team, design, develop, build, market, and manage the Project.

Development Proposal or Proposal

The Proposal submitted by an Applicant in response to this RFP for the development of housing, the Core and Shell of the Cultural Space, retail space, open space, and other uses envisioned for the Development Site.

Development Site or Site

The property being offered for development under this RFP, shown on the map in **Appendix I (Maps)**.

Development Team

The Developer and the professional, technical, and construction entities (e.g. general contractor, architect, engineer, legal counsel, not-for-profit organization, marketing agent, and managing agent) that will participate in the design, development, construction, marketing, and/or management of the Project.

Local Development Partner

An organization that is: (1) locally-based; and/or (2) a M/WBE as certified by the City of New York Department of Small Business Services (DSBS). A Local Development Partner may complete DSBS certification by the end of the developer selection process.

Principal

An individual, partnership, limited liability company, corporation, or other not-for-profit or for-profit entity that will act as the general partner, officer, or managing member of the Applicant, or any entity, known limited partner, or other member that has at least a 10% ownership interest in the Applicant.

Project

The housing, the Core and Shell for the Cultural Space, retail space, and open space envisioned for the Development Site.

Subordinated Debt

The amount equal to the sum of:

1. the difference between the cash portion of the purchase price paid at closing and the appraised value of the Development Site; plus
2. the aggregate amount of any City, State, or Federal construction subsidies for the construction of the units less the amount required to be repaid from proceeds from the sale of the units.

III. PROGRAM DESCRIPTION, REQUIREMENTS, AND GUIDELINES

Proposal submissions must conform to the following requirements and guidelines:

A. Development Site

The Site being offered pursuant to this RFP comprises approximately 12,470 square feet, and is within the Brooklyn Center Urban Renewal Area in Brooklyn's Community District 2. It is located on the north site of the BAM Cultural District ("North Site"), and is bounded by Fulton Street to the north and Ashland Place to the east. Please see **Appendix I (Site Maps)** for maps of the Site within the context of the BAM Cultural District.

The Site is part of Site 7 in the Brooklyn Center Urban Renewal Area. It consists of the following adjacent lots on Block 2107: 24, p/o 15 and p/o 30. Lots 15 and 30 are City-owned, and are currently being used as parking lots. Lot 24 is currently privately-owned, and will be acquired by the City pursuant to the Brooklyn Center Urban Renewal Plan.

B. Neighborhood and Project Context

Land Use

The BAM Cultural District is characterized primarily by a mix of cultural and commercial land uses, with some multifamily residential buildings. The Brooklyn Academy of Music is recognized internationally as a preeminent, progressive cultural center. The district is now home to over 30 cultural organizations including the Mark Morris Dance Center, UrbanGlass, Brooklyn Information and Culture, the Strand Theatre, 651 Arts, The Brooklyn Music School and ART/New York, among others.

Several new housing developments are underway within the BAM Cultural District. Directly across Fulton Street from the Site, at the Northwest Corner of Ashland Place and Fulton Street, a 30-story tower with 108 luxury condominiums is expected to be completed in late 2007. The Williamsburgh Savings Bank building at 1 Hanson Place is being converted to 300 condominium units. The surrounding neighborhoods of Fort Greene and Clinton Hill are historic brownstone communities with a diverse mix of retail and commercial establishments. Nearby parks include Fort Greene Park, one block away from the site, designed by Frederick Law Olmsted and Calvert Vaux. Local academic institutions include Long Island University, Pratt Institute and Polytechnic University, as well as Brooklyn Tech High School, one of the most competitive high schools in New York City.

Neighborhood Access

The Site is located at a transportation nexus. It is accessible by most subway lines, including the 2, 3, 4, 5, B, C, D, G, M, N, R, and Q trains. The Long Island Rail Road Atlantic Avenue station is within three blocks of the Site. In addition, MTA buses B25, B26, B45, B52, B63, and B67 all stop within four blocks of the Site.

Demographics

The Site is located in Brooklyn's Community District 2, which has a total population of approximately 100,000. The District contains more than twice as many renters as owners, with 71.9% of housing units occupied by renters. The median household income is \$44,183 and the average household size is 2.07 people.¹

¹ Source: U.S. Census Bureau, 2000

Development in the BAM Cultural District

The development of the Site is part of the BAM Cultural District plan to create a vibrant, mixed-use multicultural arts district in Downtown Brooklyn that will be a resource for the arts, the local community, the borough of Brooklyn and the city as a whole.

A primary goal of the planned BAM Cultural District is to convert currently vacant parking lots and underutilized property into affordable, desirable space for nonprofit visual, performing, media, and other arts groups to create and present their work. Innovative architectural design is an important element of the plan. Diverse arts-related educational offerings, mixed-income housing, amenities such as restaurants, cafés and retail and underground parking, as well as public open space, will define the essence of the BAM Cultural District.

The Cultural District is one of four key projects in the City's vision for the continuing revitalization of Downtown Brooklyn. Other projects include Brooklyn Bridge Park, the expansion of the area's business district through the Downtown Brooklyn Plan, and the Atlantic Yards mixed-use development project. The BAM Cultural District will create a dynamic commercial and residential environment that will build upon the area's established and growing arts community, as well as a strong business, residential, academic, and transportation infrastructure.

More information about current and planned development in the BAM Cultural District is included in **Appendix III (BAM Cultural District Development Plans)**.

Danspace Project

In 2005, the BAM LDC, in cooperation with New York City Economic Development Corporation ("NYCEDC") and DCA, issued a Request for Expressions of Interest ("RFEI") to nonprofit cultural organizations interested in being a part of the cultural and mixed-use facilities on the North Site of the BAM Cultural District. The responses to the RFEI were evaluated in a competitive process based on a series of criteria that included organizational capacity and economic feasibility. As a result, Danspace was selected to be an anchor in the redeveloped BAM Cultural District in October 2005.

Danspace was established in 1976 to promote and present challenging new work in dance from a broad range of artistic voices within a distinguished and nurturing environment through presentation, commissioning, technical support, and provision of subsidized facilities. Danspace currently operates out of St. Mark's Church at East 10th Street in Manhattan. The Danspace Dance Center in the BAM Cultural District will establish New York City's first contemporary choreographic center. The Center will be an incubator, workspace, and theater for companies and individual artists. The new space will provide Danspace with an opportunity to continue its mission of supporting and encouraging new work with improved facilities and resources, and will contain studios, workspaces, conference rooms, and office space. More information about Danspace and their proposed development is included in **Appendix IV (Danspace Project Background and Program)**.

Development in the North Site

Besides the Project being developed through this RFP, the North Site of the BAM Cultural District will be home to several other new developments. In the southeast corner of the Site, the Theatre for a New Audience ("TFANA"), a classical theatre company, will construct a new, 40,000 square foot facility to serve as their permanent home. The building will include a theatre, rehearsal space, and offices for the institution. Separating the TFANA building and the Project along Ashland Place will be a Visual Arts Plaza, an open space intended to have a dynamic relationship with the adjacent buildings and year-round arts programming. It is

contemplated that the Visual Arts Plaza will host visual arts installations several times a year. The Visual Arts Plaza is part of the BAM Cultural District Public Space and Streetscape Project that will also include streetscape improvements bordering the Site and extending along Ashland Place, Fulton Street, Rockwell Place, and Lafayette Avenue. These three projects represent the completion of the initial phase of development of the North Site.

In a subsequent phase of development, construction of multiple cultural buildings, retail, and a residential tower is anticipated along the Rockwell Place corridor. These buildings would likely be constructed after this Project has been completed. As such, there will likely be construction adjacent to the Project in the years that follow its opening.

When completed, the North Site is expected to contain a diverse mix of culture, housing, retail, open space, and below grade parking. The general design guidelines for the North Site are included in *Section III, D. Design Guidelines*.

C. Development Program

The Site must be developed as a mixed-use Project, including the Core and Shell for approximately 39,000 gross square feet of Cultural Space to be occupied by Danspace, approximately 5,500 gross square feet of Commercial Space along Fulton Street, and a minimum of 150 residential units above.

Residential Component

Applicants should propose mixed-income housing through rental apartments and/or homeownership opportunities in the form of cooperative apartments. Fifty percent (50%) of the total residential units must be affordable to households whose earnings do not exceed 130% of AMI, as adjusted for household size. Twenty percent (20%) of the total residential units must be affordable to households whose earnings do not exceed 80% of AMI, as adjusted by household size. Proposals should target multiple income tiers, including low-, moderate-, and middle-income tiers. Diverse unit types should be provided in order to accommodate various household sizes, including three (3) bedroom units. Affordable units must be dispersed with market-rate units without differentiation in size and location.

Cultural Space

Proposals should include the construction of the Core and Shell for approximately 39,000 gross square feet of Cultural Space to be occupied and utilized by Danspace. Although the Development Team will not be responsible for the fit-out of the Cultural Space, the design of the Core and Shell must meet the requirements included in *Section III, D. Design Guidelines* and must be coordinated with Danspace and their team of designers.

The design of the Core and Shell must take into consideration the programmatic uses for the Cultural Space, the preeminence of cultural uses in the district, and the importance of creating a distinct identity for the cultural tenant. These include a flexible performance space, a theater with seating capacity for up to 300 (performance seating up to 199) people, eight (8) studios, dressing rooms, production support space, a ground floor lobby and box office, café/retail space on the ground floor, administrative offices, common space, and theatrical workspaces for artists in residence. The programmatic uses are detailed in **Appendix IV (Danspace Project Background and Program)**. The Developer will be required to work with Danspace during the design and construction of the Core and Shell for the Cultural Space. Danspace will complete the fit-out of the Cultural Space while the Development Team completes construction

on the remainder of the Project in order to achieve a simultaneous or concurrent Temporary Certificate of Occupancy,

Commercial Space

Proposals should include up to 5,500 gross square feet of commercial space along Fulton Street. Preference will be given to retail uses that complement the goals of the BAM Cultural District.

Parking and Open Space

Parking and open space for all uses must comply with the New York City Zoning Resolution requirements.

D. Design Guidelines

Proposals must conform to the Project Design Guidelines outlined below for the Residential Component, the Core and Shell, the Cultural Space, and the Commercial Space. Proposals must also follow the North Site General Design Guidelines included in this section.

In addition, Proposals must also conform to the **HPD Design Guidelines for New Construction** included in **Appendix V**, the current New York City Zoning Resolution and Building Code, and all other applicable laws and regulations.

As innovative architectural design is a primary objective of the BAM Cultural District, overall quality of design and construction will be given significant weight in the selection process.

Project Design Guidelines

Residential Component

- Tower height and setback regulations – Setback 10'-0" from Fulton Street and 15'-0" from Ashland Place and 20'-0" from the Visual Arts Plaza. There is no tower setback requirement from the western edge of the Project.
- Transfer beams and other elements required for supporting the Residential Component will exist completely outside of the Cultural Space floors.
- Means of egress should be developed as efficiently as possible, taking into account the requirements for both the Residential Component and the Cultural Space.

Commercial Component

Pursuant to Section 101-11 *Special Ground Floor Use Regulations* of the NYC Zoning Resolution, the ground floor of the Danspace building must be occupied by active uses to a minimum depth of 50'-0" along Fulton Street and Ashland Place.

Cultural Component

Core and Shell

The Core and Shell must include the following elements:

- Exterior walls including exterior cladding, fenestration, doors, and roofing system (if applicable)

- Concrete floor slabs with a smooth, troweled finish, uniformly level and designed for a live load of 100 lbs. per square foot
- Structural frame including columns, girders, beams, and fireproofing
- Primary envelope demising partitions constructed of full height block (CMU)
- Rough-in of the following building utilities service systems separate from the Residential Space and Commercial Space and appropriate for a performing arts/dance facility:
 - A sprinkler system sized to cover the entire Core and Shell including a 3'-0" section of hydraulically sized sprinkler main with a tee for a connection to the Cultural Space, from the riser serving each floor (if applicable), including allowances for special conditions (i.e. atrium, glazing conditions, drop ceilings, fire stairs, etc.) and tamper and flow switches tied to the Class E system for system sprinkler hookup. Developer will not be responsible for the distribution system on the floors.
 - A fire alarm and communications system sized and designed for the number of speakers, strobes and pull boxes, and a warden's station with connection to a fire alarm company. The system shall have extra connection points in the data gathering panels so that Danspace, at its own expense, may add additional devices, in such number as may be agreed upon by Developer and Danspace.
 - Electrical service conduit and wire appropriate for performance arts/dance facility of this size and brought to one point designated by agreement of Developer and Danspace. Electric service shall be terminated in a disconnect switch.
 - Domestic water and plumbing system consisting of a 2" cold water supply, and vent and waste lines at location to be designated by Danspace. Cold water will be supplied at street pressure (approx. 35 psig).
 - Two 3" empty conduits from the building's main telephone frame room (binding post) in the cellar to a location within the Cultural Space to be agreed upon by Developer and Danspace.
 - Standalone HVAC system (equipment, dunnage, piping for cooling and heating, penetration/slab openings for ductwork and exterior louvers).
 - Emergency power source for the Cultural Space in the event of a building-wide power failure, assumed loads to be further defined, with emergency power source to be readily accessible to Danspace.
- Individual metering of all utilities for the Cultural Space
- Fire egress stairs, as required
- Two dedicated elevators, one that can be used for freight service and one for passenger service
- All code required life safety and seismic separations

Cultural Space

- Street Level: Lobby, façade and building services – clearly articulated entrance, opportunity for cultural space signage and marquee visible from adjacent streets
- The space allocated for the lobby and café/retail should be accessible from the ground floor with direct access from the Visual Arts Plaza and Ashland Place
- Loading access and service areas for the building should be located adjacent to a shared service zone (with loading dock) accessible from Rockwell Place
- Minimum floor-to-floor heights:
 - Ground floor: 15'-0"
 - Performance space: 30'-0"
 - Two large studios: 20'-0" that shall be combinable by means of a movable partition for creating a single column free dimension of 50' x 76'

- Six typical studios: 15'-0" (minimum) to 20'-0", which shall be no smaller than 24' x 34'

Note: Floor-to-ceiling heights shall be considered and shall not be compromised by structural beams due to Residential Space, Building Base, or other MEP systems that might affect future fit-out.

- Program areas for the Cultural Space should be privately accessible and completely isolated, acoustically and visually, from Residential Space and the Commercial Space.
 - Acoustic isolation NC rating (between NC 25 or 30) separating Cultural Space from the Residential Space and the Commercial Space
 - Curtain wall or storefront on the Building Base so that functions taking place in Cultural Space are reasonably isolated from street noise
- Cultural Space should have a minimum of two private elevators: 1 freight/passenger elevator (minimum dimensions: 8'-0" x 12'-0" x 9'-0") and 1 passenger elevator

In addition, the design of the Core and Shell for the Cultural Space should take into account the guidelines below that will affect the fit-out of the Cultural Space. **Appendix VI (Cultural Space Fit-out Diagrams)** includes preliminary space plans for the Cultural Space and should be used for reference only. These diagrams illustrate a single test-fit exercise for the cultural program and should not be considered a design solution.

Performance Space

- Minimum dimensions: 65' x 76' (floor to floor height 32'-0")
- Performance space must be column-free, accessible from as many sides as possible and with the possibility of having natural light on at least two sides
- Performance space to have gallery on at least three sides with corner stairs allowing access to corners furthest from backstage
- Performance space ceiling must support theatrical grid loads
- Dressing rooms to be on same level as performance space
- Tech/Lighting/AV spaces to be on the same level as gallery
- Ducts, pipes and other elements cannot interfere with theatrical systems
- Building core must be isolated acoustically from Performance Space
- Performance space must be isolated acoustically from adjacent subway, exterior noise, and Residential Space and Commercial Space

Rehearsal Studios

- All studio spaces must be column-free
- All studios should have access to natural light along the length of at least one wall
- Studio dimensions as shown in the program are net minimum dimensions
- All studios require attached and directly-accessible storage as detailed in the program
- All studios to be rectangular with walls that meet at 90 degrees with the possibility of expansion into the triangular space of the Site. Any triangular spaces that are included because of the Site footprint cannot be factored into the usable square footage of the Cultural Space.
- All studio floors will have proportional amount of changing rooms and WC to accommodate anticipated volume of traffic
- Ducts should not pass through from one studio to another
- Structural member / system to accommodate moveable partition separating two largest rehearsal spaces

Common Areas and Systems

- Each floor should have one common space

- Common spaces should be connected vertically where possible
- If possible, provide at least one outdoor terrace or balcony

North Site General Design Guidelines

The following guidelines apply to all buildings on the North Site, not just the Project offered in this RFP. The General Guidelines for the North Site were written in accordance with the regulations stipulated in Article X, Chapter 1, *Special Downtown Brooklyn District* section of the NYC Zoning resolution. Please consult the text if you require further information on the following design guidelines:

Project

- Required streetwall continuity along Fulton Street (Section 101-41)
- Buildings along Fulton Street, Rockwell Place, Ashland Place and Lafayette Avenue must have a minimum base height of 60'-0" and a maximum base height of 65'-0"
- 100% of the building frontages along Fulton Street, Rockwell Place, Lafayette Avenue and Ashland Place must be built to the lot line
- Tower height and setback regulation: 10'-0" from Fulton Street and 15'-0" from Ashland Place and Rockwell Place (Section 101-223 (a))
- Active uses are required along Fulton Street, Ashland Place and Lafayette Avenue frontages (Section 101-11)
- Loading access and service areas for the building should be located adjacent to a shared service zone (with loading dock) accessible from Rockwell Place
- 50% glazing requirement along Fulton Street for first 10ft (Section 101-12) with equivalent along Ashland Place

Visual Arts Plaza

- As stipulated in the General Guidelines, the ground floor of all building developments fronting on the Visual Arts Plaza shall be occupied by active uses. All uses should be directly accessible from the plaza.
- Plaza location: The Visual Arts Plaza will begin no further than 96'-0" from the northeastern corner of the intersection of Fulton Street and Ashland Place and extend a minimum of 50'-0". The maximum depth from Ashland Place is 96'-0".
- Building frontage along plaza shall be transparent for at least 50% of its surface area for the ground floor.
- Tower setbacks: the residential tower shall setback 10'-0" from Fulton Street, 15'-0" from Ashland Place and 20'-0" from the Visual Arts Plaza.

E. Green and Sustainable Design

Applicants are required to incorporate high performance building concepts and technologies in order to enhance overall design and construction, while simultaneously making the building environmentally responsible.

As such, Proposals must meet the HPD New Construction Sustainability Guidelines to improve energy efficiency and indoor air quality for the overall Project and the residential units. Beyond these two key areas, the guidelines include additional suggestions and requirements for site and building design, resource conservation, construction practices, among others. The **HPD New Construction Sustainability Guidelines** are included in **Exhibit K**.

It is anticipated that Local Law 86 requirements will apply to the fit-out of the Cultural Space. Although not responsible for the fit-out, the Development Team will be required to coordinate with Danspace during the design of the Core and Shell to ensure Local Law 86 requirements can be met. More information about Local Law 86 can be found at www.nyc.gov/oec.

F. Zoning

The Site is zoned C6-4 (R10 equivalent) and can be developed as-of-right with residential and cultural/commercial uses. Please refer to **Appendix I (Site Maps)** for a zoning map of the area.

G. Land Use and Environmental Issues and Approvals

Land Use Approvals

The Project requires Mayoral approval. City Council approval may also be required. HPD will be the applicant for the necessary approvals, with assistance from the Developer in preparing supporting documentation. Applicants should be advised that their development timeline should take into account the period required for Mayoral approval and City Council approval, if applicable. Please refer to **Appendix II (Project Timeline)** for an estimated project timeline.

Environmental

A Phase I Environmental Site Assessment (“ESA”) for the Site was completed in October 2006. Applicants are encouraged to review the ESA. The executive summary and findings and conclusions of the ESA, attached to this RFP as **Appendix VII (Phase I Environmental Site Assessment Executive Summary)**, are for preliminary review only and are not intended to substitute for review of the entire ESA, and may not be relied upon for any purpose. The entire ESA will be available to download at no charge from HPD’s website or purchase in hard copy by advance request for a \$100 non-refundable fee in the form of a certified check or money order payable to the New York City Department of Finance.

A Phase II EAS for the Site will be completed in early March 2007, and will be made available to all interested Applicants. In addition, NYCEDC will complete a technical memorandum to the Downtown Brooklyn FEIS (03DME016K) in late February 2007 that will be made available to all interested Applicants.

The Developer will be responsible for all environmental remediation of the Site, if required. HPD does not make any representation or warranty whatsoever regarding the condition of the Site or its suitability for the uses contemplated by this RFP.

H. Obligations of the Selected Developer

The Developer will be required to perform the following:

1. Assemble a Development Team including a lead architect, contractor, marketing agent, and managing agent (if applicable). The Development Team will design, construct, and sell or lease the completed units.

2. Work with Danspace to facilitate the design, development, and completion of the Core and Shell for the Cultural Space according to the requirements outlined in *Section III, D. Design Guidelines*. The Development Team will be responsible for coordinating with Danspace's architect and fit-out contractor, allowing Danspace to inspect the Core and Shell while construction is in progress, allocating staging and loading/unloading areas to Danspace, and providing Danspace access to the construction elevator and areas outside of the cultural space as necessary for Danspace to complete the fit-out of the Cultural Space. The fit-out is expected to commence before the Developer completes the Project.
3. Prepare a complete set of schematic site plans, floor plans, and elevations that include any modifications to the original plans included in the Proposal in response to this RFP, as agreed upon by HPD and the Developer, and submit them to HPD for review and approval within two (2) months of selection.
4. Prepare a complete set of final site plans, floor plans, elevations, samples of exterior building materials, and detailed specifications, and submit them to HPD for review and approval prior to disposition. **See Appendix V (HPD Design Guidelines for New Construction).**
5. Work with the selected landscape architect and team hired by the City on the coordination of streetscape and public open space elements, including the Visual Arts Plaza and the streetscape along Ashland Place and Fulton Street.
6. Coordinate with the City, as well as with TAFANA and their design team, on construction schedules for the rest of the North Site.
7. Participate in any required public forums, hearings, and briefings with the Community Board, elected officials, City agencies, and other organizations, if needed.
8. Fund and undertake any environmental review, soil testing, and/or remediation required on the Site.
9. Fund and undertake any demolition required on the Site.
10. Provide an equity contribution and any guarantees as required by the construction lender, secure construction financing, and meet any other terms and conditions required by HPD and construction lenders.
11. Pay all transfer taxes associated with the conveyance of the Site to the Developer, and all transfer and recording taxes associated with project financing.
12. Market the residential units in accordance with City requirements and policy as stated in **Appendix VIII (HPD Marketing Guidelines)**.
13. Arrange for a timely commencement and completion of the Project. Developers will be held accountable for the schedules outlined in their Proposal and agreed upon with HPD.
14. Submit ongoing status reports regarding Project development, financing, marketing, sales/leasing, and management.

I. Disposition and Disposition Price

Disposition of the Development Site to the Developer will be subject to the following:

1. The receipt of all public approvals required for disposition of the Site and development of the proposed Project on such Site, including without limitation, approval by the Mayor.
2. Following Mayoral approval of the disposition, the selected Developer must execute, acknowledge, and deliver the documents necessary to complete the disposition process within a time period specified by HPD. These documents include, but are not limited to, a Land Disposition Agreement (“LDA”), as required.
3. The Site will be conveyed in accordance with the terms of the LDA to be entered into between the Developer and HPD and will be conveyed in “as is” condition, including without limitation, all environmental conditions and hazards. The LDA will contain covenants running with the land that require the Developer to develop the Site in accordance with plans and specifications determined and approved by HPD.
4. The LDA will require the Developer to convert the Development Site to condominium ownership within 180 days of sale. The condominium will include the Cultural Unit, the Residential Space, and the Commercial Unit. The Developer will be required to convey the Cultural Unit to the City for one dollar upon completion of the Core and Shell. The condominium documents shall be subject to approval by the City. The Condominium By-Laws shall ensure that the Cultural Unit owner and lessee have the right to approve the initial condominium budget, changes to the condominium budget, and other major decisions affecting the Cultural Unit or the rights or obligations of its owner. Danspace will lease the Cultural Unit from the City.
5. The simultaneous closing of a bona fide construction loan required to finance the full development of such Site.
6. Upon conveyance, the Developer will pay the nominal cash price of one dollar and will deliver an enforcement note and mortgage in the amount equal to the sum of the difference between the cash portion of the purchase price paid at closing and the appraised value of the land.

J. Financing

It is the responsibility of the Developer to obtain construction and permanent financing from lenders in amounts consistent with the Proposal. Developers may use different lenders for construction and permanent financing. The amount of the Developer’s equity will be determined by the lender(s). The Developer will be required to submit a term sheet and letter of intent from a lender indicating willingness to lend an amount for construction financing of the Project within six (6) months of selection of the Developer.

If feasible, the following funds from City, State, and Federal sources may be available to subsidize construction of the Residential Component and enhance overall Project affordability:

- HPD New Construction Participation Loan Program (PLP) and Mixed Income Rental Program (MIRP), and New York City Housing Trust Fund (NYC HTF)

- New York City Housing Development Corporation (HDC) New Housing Opportunities (New HOP), Low-Income Affordable Market-Place (LAMP), Mixed-Income, and Cooperative Programs
- New York State Affordable Housing Corporation (AHC) and Housing Trust Fund (HTF)

Proposals must comply with all terms of any subsidy programs that are utilized.

Proposals that include subsidy in excess of program guidelines for assumed financing sources will not be considered. Please refer to <http://www.nychdc.com> and <http://www.nyc.gov> for further information and program term sheets.

Cash subsidy may be combined with financing available through HDC programs and the Low Income Housing Tax Credit program, which Developers may apply for to help finance the Residential Component. Developers may propose additional subsidy sources. While subsidy may be used, Proposals will be evaluated based on the efficiency of proposed financing plans. Proposals that maximize affordability while minimizing subsidy will be given preference.

K. Real Property Taxes and Charges

The Site is subject to New York City Real Property Taxes and charges. However, the tax exemptions described below may be available. Applicants should indicate which tax exemption program(s), if any, they plan to utilize. It is the responsibility of the Developer to apply for and meet the requirements of the specific tax benefit program(s). HPD makes no representations or warranties as to the continued availability of these benefits or as to the Development's eligibility to receive these benefits.

The Residential Component of the Project may be eligible for an Urban Development Action Area Program ("UDAAP") tax exemption, a 421-a partial tax exemption, or 420-c tax exemption. For details of each program, it is necessary to consult the relevant statute and rules. Respondents should indicate which tax exemption program(s), if any, they plan to utilize. It is the responsibility of the Developer to apply for and meet the requirements of the specific tax benefit program(s). HPD makes no representations or warranties as to the continued availability of these benefits or as to the Development's eligibility to receive these benefits.

The UDAAP tax exemption is subject to approval by the City Council. The City Council may grant an exemption from the New York City Real Property Tax on the buildings/improvements for up to twenty (20) years. If the Council grants the full 20-year exemption, the Project would be fully exempt from the New York City Real Property Tax on the buildings/improvements for the first ten (10) years with a gradual phase-in of full taxes over the remaining ten (10) years (10% per year). The full amount of the New York City Real Property Tax on the land must be paid each year.

The 421-a partial tax exemption for new multi-family buildings provides an exemption from the New York City Real Property Tax on the increase in assessed valuation resulting from the improvement to the property. The 421-a partial tax exemption allows up to 3 years of construction period exemption, and up to twenty-five (25) years of post-construction exemption, including a gradual phase-in of full taxes over the last four (4) years of the exemption. Projects may include the concurrent conversion, alteration or improvement of a pre-existing building provided that no more than 49% of the floor area of the completed multiple dwelling consists of the pre-existing building. This Project will fall into the new Geographic Exclusion Area ("GEA"). Projects in the new GEA effective December 28, 2007 must receive substantial governmental assistance pursuant to a program for the development of affordable housing, or must be

certified by HPD as having at least 20% of their units affordable to low- and moderate-income households, or must have purchased negotiable certificates for projects which had entered into a written agreement with HPD prior to December 28, 2007 to provide units offsite affordable to low- and moderate-income households. The full amount of New York City Real Property Tax on the assessed valuation of the property in the tax year preceding the tax year in which construction commences must be paid each year.

The 420-c tax exemption provides an exemption from New York City Real Property Tax for up to sixty (60) years for housing financed in part with Federal Low Income Housing Tax Credits. Projects must be owned or leased for at least thirty (30) years by a corporation, partnership, or limited liability company, of which at least fifty percent (50%) of the controlling interest is held by a charitable organization with 501(c)(3) or (4) tax exempt status, or a wholly-owned and wholly-controlled subsidiary of such a charitable organization. HPD must approve a regulatory agreement that requires use as low-income housing and that may require a payment in lieu of taxes.

L. Marketing, Sales, and/or Leasing

The marketing of the residential units and the Commercial Space is the sole responsibility of the Development Team. In carrying out the marketing of the residential units, the Developer must comply with HPD's marketing requirements, which are designed to ensure that the availability of the units is disseminated as widely and fairly as possible. The **HPD Marketing Guidelines** are stated in **Appendix VIII**, and will be part of the LDA that the Developer will execute. The marketing of the units will be monitored by HPD staff to ensure compliance with these requirements.

The rent and/or sales prices of the units projected in the Proposal are to be determined by the Developer in accordance with HPD and the requirements outlined in *Section III, C. Development Program*. Please refer to **Exhibit H (Financing Proposal)** for the procedure to calculate affordability of proposed rent and/or sales prices.

M. Rent Stabilization

Initial rents for the affordable rental units must reflect the Rent and Affordability Calculations described in **Exhibit H (Financing Proposal)**. All rental units must be entered into the New York State Rent Stabilization system upon initial occupancy following completion of the Project.

N. Fair Housing Requirements

The Developer is required to comply with all applicable Federal, State, and local laws, orders, and regulations prohibiting housing discrimination.

O. Warranty Coverage

Units must be sold with warranty coverage as required by HPD and that complies with Section 777 of the New York State General Business Law.

P. Resale, Refinancing, and Recapture Restrictions

Rental Component (if applicable)

The portion of the Subordinated City Debt attributable to any rental component of the Project is repayable out of refinancing and resale profits, and is non-evaporating.

Cooperative Component (if applicable)

Any resale of an affordable cooperative apartment within the 15 years following the initial purchase from the Developer must be to a buyer who will be an owner-occupant and who will maintain the unit as his/her primary residence.

The Subordinated City Debt will be repayable out of resale or refinancing profits from the sale of the building. In addition, during years 1-5, 100% of the resale or refinancing profits from the sale of an affordable unit must be paid to the City, and during years 6-15, 50% of the resale or refinancing profits from the sale of an affordable unit must be paid to the City, up to the amount of outstanding Subordinated City Debt. The Subordinated City Debt will be allocated to income and price restricted cooperative units, will be repayable out of resale or refinancing profits from the sale of such units, and will evaporate over fifteen (15) years by one tenth (1/10) in years six (6) through fifteen (15) and will be forgiven after the fifteenth (15) year of owner occupancy.

The use and recapture of any State and Federal funds will be guided by the specific guidelines for such funding source.

Q. Equal Opportunity

Agreements resulting from this RFP will be subject to the provisions of Executive Order 50 and its implementing regulations, as stated in **Appendix IX (Equal Opportunity)**. A representative from the Development Team will be required to attend a class administered by HPD outlining the requirements of Executive Order 50 and to submit EO forms provided by HPD verifying compliance with its provisions.

IV. REQUEST FOR PROPOSALS PROCESS

The RFP process includes the following stages:

A. Submission

On or before the submission deadline, the Applicant must submit a Development Proposal in accordance with the instructions and attachments contained in this RFP, as well as any addenda to the RFP that may be issued.

Submission of a Proposal shall be deemed permission by the Applicant for HPD and DCA to make inquiries concerning the Applicant. Proposals that are not complete or do not conform with the requirements of this RFP will be eliminated from further consideration. Applicants should follow the submission requirements listed in *Section VI. Submission Requirements*.

After submission, HPD and DCA will not accept additions or changes to the Proposals. Upon review, however, HPD and DCA, at their sole discretion, may notify an Applicant that additional information or clarification is necessary. Applicants must comply with all requests for information and, if requested by HPD and DCA, appear for discussion.

HPD and DCA, in their sole discretion, may amend or withdraw this RFP at any time. In order to be considered, Proposals must conform to any amendments issued to this RFP.

B. Selection

Proposals and Applicants will be evaluated according to the criteria detailed in *Section V. Developer Selection Process*. Based on HPD's and DCA's sole judgment and discretion, Proposals that meet all requirements outlined in *Section V, A. Threshold Requirements* will be comprehensively evaluated, rated, and ranked according to *Section V, B. Competitive Selection Criteria*. HPD and DCA may request additional information, site visits, interviews, or presentations by the Applicants. HPD and DCA may disapprove the inclusion of any member of the Applicant's Development Team and/or require the selected Applicant to substitute other individuals or firms.

Selection of a Developer will mean only that HPD will commence negotiations with such Developer regarding the development of the Site. Upon such selection, HPD will send a letter to the Developer regarding the commencement of such negotiations ("Negotiation Letter"). This letter will set forth certain information regarding the Project, development program, and procedures that will form the basis of such negotiation. **Exhibit A** contains an **Applicant's Letter** that describes this process. Each Proposal must include this letter signed by an authorized representative of the Applicant. HPD reserves the right to terminate negotiations with or without cause after the issuance of such Negotiation Letter.

The Developer who receives a Negotiation Letter from HPD must thereafter disclose all previous participation with City-assisted projects. Such entity and all Principals thereof will each be required to submit the appropriate disclosure forms. Upon request at any time, HPD will provide a copy of the disclosure forms to any Applicant.

V. DEVELOPER SELECTION PROCESS

HPD and DCA, in conjunction with NYCEDC, will evaluate each Proposal and each Applicant according to the threshold requirements (“Threshold Requirements”) below, taking into account the information provided in the Proposal, references, and any other information about the Applicant’s performance available. Proposals that are not complete or do not conform with the requirements of this RFP will be eliminated from further consideration.

Proposals that meet all Threshold Requirements will be comprehensively evaluated, rated, and ranked according to the competitive selection criteria (“Competitive Selection Criteria”) below. HPD and DCA may request additional information, site visits, interviews, or presentations. The selected Applicant will be chosen from among the highest rated and ranked Proposals.

A. Threshold Requirements

1. Completeness of Proposal

The Proposal must contain all documentation required under *Section VI. Submission Requirements*. All of the required forms must be fully completed and application requirements met at the time of submission. Upon review, however, HPD and DCA, at their sole discretion, may notify an Applicant that additional information or clarification is necessary.

2. Comparable Development Experience

At least one Principal of the Applicant must have had prior development experience, as Principal, by successfully completing new construction of at least one (1) project of comparable size to the one proposed in this RFP. “Development Experience” is defined as the successful completion of the construction of at least one (1) mixed-use project of at least one hundred (100) residential units within the past seven (7) years. HPD and DCA will only consider similar projects completed in the New York metropolitan area or in a location comparable to the Development Site.

3. Development Capacity and Current Workload

Applicants must be capable of beginning construction within twelve (12) months from the date of the Negotiation Letter. An Applicant’s current workload and other pending project obligations will be considered in assessing capacity for undertaking the Development Project proposed by the Applicant within the timeframe prescribed for the Project.

4. Development Compliance

Proposed Development Projects must meet all minimum requirements outlined in *Section III, C. Development Program and D. Design Guidelines*.

5. Affordability

A minimum of 50% of the total residential units must be affordable to households whose earnings do not exceed 130% of AMI, as adjusted for household size. A minimum of 20% of the total residential units must be affordable to households whose earnings do not exceed 80% of AMI, as adjusted for household size.

6. Green and Sustainable Design

Proposals must meet all required elements included in the **HPD New Construction Sustainability Guidelines (Exhibit K)**.

7. Ability to Finance

Applicants must demonstrate adequate financial resources to develop a project of the scope proposed in their submission. HPD and DCA will evaluate the Applicant's assets, bank, or other lender references, and current commitments in order to assess the Applicant's capacity to secure construction and permanent financing, meet construction lender's equity requirements, absorb any cost overruns, and commence and complete construction of Applicant's entire Development Project in a timely manner.

8. Feasibility of Development Proposal

The Applicant's financing plan must be considered feasible. Estimated development costs must be within current industry parameters. Proposed rents and/or sales prices for the housing units must be deemed realistic based upon Proposal information and market conditions. An estimate of the square footage construction costs using both net and gross square footage must be provided along with the Project budget. Applicants should separate costs for the Core and Shell from the costs of the entire Project, as NYCEDC will conduct a separate financial feasibility analysis of the Core and Shell.

9. No Adverse Findings

An Applicant's Proposal will be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent the City from conveying the Site to the Applicant or any person or entity associated with the Applicant. Such adverse findings include, but are not limited to: 1) arson conviction or pending case; 2) harassment conviction or pending case; 3) City, State, Federal, or private mortgage foreclosure proceedings or arrears; 4) in rem foreclosure or substantial tax arrears; 5) defaults under any City-sponsored program; 6) de-designation as developer of any government sponsored or publicly assisted project; 7) a record of substantial Building Code violations or litigation against properties owned by the Applicant or by any entity or individual that comprises the Applicant; or 8) conviction for fraud, bribery, or grand larceny.

B. Competitive Selection Criteria

Proposals that satisfy the Threshold Requirements above will be evaluated and ranked according to the Competitive Selection Criteria described below. In evaluating Proposals under these criteria, the combined experience and resources of all Principals of the Applicant will be considered. HPD and DCA may request additional information, site visits, interviews, or other presentations by the Development Team.

1. Residential Development Experience, Management, and Capacity

Previous development experience will be evaluated as it reflects the Applicant's demonstrated ability to successfully carry out a quality project of this type, size, and complexity in a timely manner. Among the factors that will be considered are: 1) quality of construction and design in projects completed or currently being built by the Applicant and/or its Principals; 2) extent of the Applicant's experience, in terms of number, size, type, and scale of projects completed within the last seven (7) years; 3) history of delivering quality projects on time and within budget; and 4) the absence of purchaser and/or tenant complaints. The Applicant's current workload and other pending project obligations will be considered in assessing capacity for undertaking the Project proposed by the Applicant within the timeframe prescribed for development.

The Applicant's previous experience in managing rental housing, either directly or through a managing agent, and the experience of any managing agent proposing to manage the rental component of the Project (if applicable), will be evaluated as an indicator of the Applicant's

ability to operate and maintain the property to the satisfaction of the tenants, in a financially sustainable manner, and in compliance with all applicable laws. Among the factors that will be considered are: 1) the number of buildings and units currently managed by the Applicant, and those managed by the Applicant over the past ten (10) years; 2) the quality of maintenance provided by the Applicant; 3) the effectiveness of tenant relations, measured in part by the number and types of tenant complaints made in regard to property managed by the Applicant; and 4) experience in rent-up and management of rental housing for low-income persons, including track record of compliance with eligibility, record-keeping, and reporting requirements of subsidy programs for such tenants.

2. Cultural Development Experience

Previous development experience in cultural programs, particularly performing arts facilities, will be evaluated as it reflects the Applicant's demonstrated ability to successfully carry out a quality project of this type, size, and complexity in a timely manner. Among the factors that will be considered are: 1) quality of construction and design in projects completed or currently being built by the Applicant and/or its Principals; 2) extent of the Applicant's experience, in terms of number, size, type, and scale of projects completed; and 3) history of delivering quality projects on time and within budget.

3. Quality of Design Proposal

As innovative architectural design is a primary objective of the BAM Cultural District, overall quality of design and construction will be given significant weight. HPD and DCA will evaluate each architectural proposal to determine the Project's positive impact on community revitalization and responsiveness to the goals of the district. Site planning, building arrangement, street wall elevations, massing, interior layouts, building materials, amenities, streetscape treatment, and sustainability will be considered. Structures should complement and elevate the level of urban design in the neighborhood. Applicants are encouraged to use new materials and techniques, diversity of architectural styles, and innovative site planning. Street trees, lighting, and other streetscape features should be provided around the Development Site in conjunction with the established streetscape design and Visual Arts Plaza design currently being developed by the City.

While *Section III, D. Design Guidelines* and **Appendix V (HPD Design Guidelines for New Construction)** represent minimum design guidelines and construction requirements, Applicants are strongly encouraged to exceed those minimum standards to provide the best quality Project possible.

4. Green and Sustainable Design

Proposals that include optional elements that go beyond the requirements included in the **HPD New Construction Sustainability Guidelines (Exhibit K)** will be given additional consideration.

5. Local Development Partner

Proposals that incorporate a Local Development Partner in the Residential Component of the Project will be given preference.

6. Additional Residential Affordability and Least Subsidy

Proposals that include a mix of income tiers will be given preference. Proposals that maximize affordability, including reaching lower AMIs, with the least amount of subsidy will be given preference.

7. Contribution to Cultural Space

Proposals that include a financial contribution to the fit-out of the Cultural Space will be given additional consideration.

8. Schedule

Preference will be given to Proposals that most closely adhere to the Project timeline included in **Appendix II (Project Timeline)**. Proposals must indicate a phasing plan that allows for the completion of the Core and Shell of the Cultural Space in advance of the completion of the remainder of the Project.

VI. SUBMISSION REQUIREMENTS

A. Pre-Submission Information and Inquiries

All communications and inquiries regarding this RFP should be directed in writing to:

Beatriz de la Torre
NYC Department of Housing Preservation and Development
Office of Development
Division of Planning and Pipeline Development
100 Gold Street, Room 9G-5
New York, NY 10038

Telephone: (212) 863-5679
Fax: (212) 863-5052
E-mail: delatorb@hpd.nyc.gov

A pre-submission conference will be held at 11:30 am on Friday, February 23, 2007 at HPD, 100 Gold Street, Room 1R, New York, NY 10038. The date, time, and location of this pre-submission conference and any updates and/or additional communications regarding this RFP will also be posted on HPD's website at the following address: <http://www.nyc.gov/html/hpd/html/developers/rfp.shtml>.

HPD strongly recommends that interested Applicants attend this pre-submission conference, as this will be the only opportunity to ask questions and receive answers in person regarding the RFP. Responses to all inquiries will be collectively provided at the pre-submission conference and in an addendum, which will be posted on HPD's website and sent to all registered prospective Applicants after the pre-submission conference.

People with disabilities requiring special accommodations to pick up the RFP or to attend and/or participate in the pre-submission conference should contact Beatriz de la Torre at (212) 863-5679.

B. General Requirements

Proposals must be submitted by hand no later than 4:00 pm on Friday, May 4, 2007 to HPD at the address below. Proposals received after the due date and time will not be considered, regardless of the reason for late submission.

HPD must receive one (1) original and seven (7) bound copies of each Proposal containing all required supporting documentation. All Proposals must be bound in three-ring binders. An authorized representative of the Applicant must sign the original Proposal. Each original and copy of the Proposal must contain a cover page that provides identification as a Proposal in response to this RFP; date of submission; and the name, address, telephone and fax numbers, and e-mail address of an authorized representative of the Applicant who may be contacted during the period of Proposal evaluation. Each copy must be clearly labeled as described below and tabbed as indicated in *Section VI, C. Contents of Proposal and Tabbing*. Applicants must inform any commercial delivery service, if used, of all delivery requirements and ensure that the required information appears on the outer envelope or box. The original and all copies must be submitted in sealed envelopes or a sealed box and labeled as follows:

FROM: Applicant's name and address
TO: NYC Department of Housing Preservation and Development
Office of Development
Division of Planning and Pipeline Development
100 Gold Street, Room 9G-5
New York, NY 10038
Attn: Beatriz de la Torre
RE: Proposal in Response to RFP for Site in BAM Cultural District

All Proposals will become the property of HPD. Submission of a Proposal is deemed permission for HPD and DCA to make inquiries concerning the Proposal and Applicant. If HPD and DCA determine, upon review of a Proposal, that any items are missing and/or incomplete, HPD and DCA, in their sole discretion, may notify the Applicant to provide such items. Failure to provide complete information in a timely fashion could result in rejection of the Proposal. Proposal modifications will not be considered unless requested by HPD and DCA.

HPD and DCA reserve the right to postpone or cancel this RFP and to reject all Proposals.

C. Contents of Proposal and Tabbing

Each Proposal must contain the forms and supporting documentation described below. Each copy of the Proposal must be tabbed as indicated below. The tabs should run down the right hand side of the bound Proposal document. All **Proposal Forms** can be found in **Exhibits**. Additional pages should be submitted if needed or to clarify information provided in the Proposal forms.

TAB A – Completeness Checklist and Applicant's Letter

Each Applicant must submit a **Completeness Checklist** and **Applicant's Letter**. The formats of this checklist and letter are contained in **Exhibit A**. The letter must be printed on the Applicant's letterhead and signed by an authorized representative of the Applicant.

TAB B – Proposal Summary

Each Applicant must include a narrative summary that describes the Proposal. The summary must include, at a minimum, a brief description of the approach to design and significant design elements; commercial gross and saleable or rentable square feet; residential gross and saleable or rentable square feet; the proposed type, number (units and rooms), and average size of residential units; income levels and average sales and/or rent prices contemplated; average annual rent per square foot for the Commercial Space; a brief description of the most relevant development experience of the Development Team; and an estimated timeline for the completion of the Project. The summary must also include the gross square feet allocated to the Cultural Space; a proposed plan to work with Danspace, Danspace's designated fit-out architect, and the City throughout the design and construction process; and cost of the Core and Shell for the Cultural Space.

TAB C – Development Team Information and Applicant Questionnaire

Each Applicant must submit completed **Development Team Information** and **Applicant Questionnaire** forms. The formats of these forms are contained in **Exhibit C**. Applicants must provide clear definition of key roles and duties. Applicants that include a not-for-profit organization as a Principal of the Applicant or a member of the Development Team must also

complete the forms included in **Exhibit C**. If the Applicant is a joint venture, the Principals of each entity that comprises the joint venture must be identified, a separate questionnaire must be submitted for each entity, and a Principal of each entity must sign the appropriate forms. Any additional pages that are part of the response to a questionnaire should also be included under this tab.

TAB D – Development Experience and Current Workload

Each Principal that comprises the Applicant must submit a list of **Development Experience and Current Workload**. The form is included in **Exhibit D**. Care should be taken to provide accurate information about references and to state the roles played in each development by using the codes listed on the bottom of the form. Any individual with no experience should mark the appropriate form with “None.”

1. Development Experience and Current Workload

Each entity that comprises the Applicant must list all construction projects that have been completed within the ten (10) years preceding the deadline for submission of Proposals in response to this RFP. On a separate form, each entity must list all projects that are in construction, pre-development, or otherwise committed.

2. Management Experience

Each entity that comprises the Applicant and the managing agent included in the Development Team, if other than the Applicant, as well as any managing agent proposed to manage the Development, must list all projects that have been managed within the ten (10) years preceding the deadline for submission of Proposals in response to this RFP.

3. Marketing Experience

Each entity that comprises the Applicant and the marketing agent included in the Development Team, if other than the Applicant, must list all projects that have been marketed within the ten (10) years preceding the deadline for submission of Proposals in response to this RFP.

TAB E – Individual’s Property Listing

Each Principal of the Applicant must list all New York City properties currently owned or managed, or previously owned or managed during the five (5) years preceding the deadline for submission of Proposals in response to this RFP. Include properties owned and managed either directly by the Principal or by any organization in which the Principal is or was a corporate officer, general partner, or holds/held more than a 10% interest. Any individual who does not own property in New York City should mark the appropriate form with “None.” This list should include the block(s), lot(s), address(es), number of units, periods of ownership and management, and type of ownership (e.g., general partner, corporate officer, or shareholder).

TAB F – Ability to Finance

1. Assets Statement

Each Principal of the Applicant must submit audited or reviewed financial statements describing in detail the Principal’s financial status within the two (2) most recent fiscal years

preceding the deadline for the submission of Proposals in response to this RFP. Publicly owned companies must submit the latest annual report and Form 10K as well as any Form 10Q submitted after such Form 10K. As an alternative, the **Assets Statement** form in **Exhibit F** may be used.

2. Lender and Tax Credit Syndicator Letter(s)

Each Proposal must include a letter or letters of interest from a lender or lenders indicating a willingness to lend for the Project and specifying the amount such lender or lenders are willing to consider financing. Each letter must be on the lender's letterhead, signed by a representative of the lender, and include the amount and terms of the financing. Alternatively, an Applicant who is not planning to use a bank must show adequate assets to complete the Project. If the Project will be financed using tax-exempt bonds, provide a letter of interest from a tax credit syndicator indicating the tax credit raise anticipated for the Project. Applicants may use different lenders for construction and permanent financing.

TAB G – Project Design Narrative

Applicants must provide a detailed narrative description outlining the proposed concept and methodology of the Project and, among other things, include the Applicant's approach to the Project and urban design. This description should provide all Project information outlined in **Exhibit G (Project Design Narrative)**.

TAB H – Financing Proposal

Applicants must submit completed **Financing Proposal** forms in **Exhibit H** in both hard copy and Excel format. Electronic copies of the forms can be downloaded from the HPD website. If portions of the Project are separately financed, the Applicant should provide additional forms for each portion. A narrative description that clearly explains the financing structure of the Project should accompany the exhibit. The narrative must explicitly identify proposed subsidy/financing programs. The narrative must also include an alternative financing scenario for proposals that incorporate the use of competitively allocated funds, such as 9% Low Income Housing Tax Credits and NYS Housing Trust Fund subsidies.

All Proposals must reflect the purchase and rent price affordability calculations, and utility allowances described in **Exhibit H (Financing Proposal)**. In addition to the minimum affordability requirements described throughout this RFP, any subsidy programs that are utilized will determine additional, if any, required affordability levels.

Applicants must also submit a separate sources and uses budget for the Core and Shell of the Cultural Space in both hard copy and Excel format. Applicants should outline the cost assumptions for the Core and Shell separately from the cost of the Residential Component.

A letter of interest from any source of funds that the Developer anticipates using, with the exception of HPD, must be included in the proposal. Each letter must be on the lender's letterhead and signed by a representative of the lender. Terms of the financing must be included in the letter(s).

TAB I – Environmental Proposal

Applicants must submit a proposal for environmental testing and/or remediation, if applicable.

TAB J – Design/Architectural Documents

All plans must be prepared by a Registered Architect or Professional Engineer. All materials must be on paper size of 11” by 17” or smaller and must be easily reproducible. The following must be included:

1. Land use site plan/street level floor plan showing all components of the Project, means of egress, and any other uses
2. Building height/bulk site plan
3. Vehicular and pedestrian circulation site plan including sidewalks, parking, driveway curb cuts, and building access points
4. Open space site plan including streetscape treatment, tree locations, fences, gates, lighting, and public and private open space, if applicable
5. Phasing plan
6. Typical and atypical floor plans and any other plans necessary to explain the development concept
7. Color renderings/elevations indicating building materials to be used (especially details at street level), how blank street walls are avoided, and treatment of any loading docks, service areas, curb cuts, parking access, and landscaping
8. View of the building as seen from the Visual Arts Plaza
9. Any other architectural drawings, such as axonometric, perspective or sectional drawings, color renderings, photographic, and/or computer generated modeling if they can provide a better understanding of the development concept
10. Complete zoning analysis and calculations to demonstrate compliance with the New York City Zoning Resolution (including citations of all relevant sections), New York City Building Code information indicating occupancy group and construction classification, and residential unit count and distribution
11. Elements of sustainable and green design included in the plan
12. Floor plans for each level of the Danspace program, as well as major sections of the building
13. A set of concept design “test fit-out” plans for the Cultural Space, including general MEP systems descriptions that would graphically validate the Building Base assumptions and Core and Shell provisions for the Cultural Space

For additional requirements and guidelines, please refer to **Appendix V (HPD Design Guidelines for New Construction)**.

TAB K – Green and Sustainable Design

Applicants are required to integrate high performance building practices throughout the Project. Applicants must submit the checklist included in **Exhibit K (HPD New Construction Sustainability Guidelines)**, and include a detailed description of how the proposed design meets the various required and optional elements.

The proposed sustainable design elements should also be reflected in **Tab G (Project Design Narrative)** and **Tab J (Design/Architectural Documents)**.

TAB L – Marketing Plan

Applicants must provide marketing plans for the residential and retail portions of the Project. The marketing plans should include information about pricing structures, amenities, assessment

of competition, and absorption rates assumed; anticipated target markets for all components of the Project; advertising strategy; description of marketing plans for analogous projects; and other relevant information.

TAB M – Development Schedule

Applicants must provide a development schedule and phasing plan, including benchmarks for commencement and completion of plans and drawings, New York City Department of Buildings plan approval, site preparation, construction commencement and completion, marketing, and occupancy of the Project. Applicants must also show the relationship of the timing of the completion of the Core and Shell for the Cultural Space and the completion of the entire Project. In order to complete the timeline, assume at least nine (9) months for HPD design approval, environmental approvals, and Mayoral approval and City Council approval, if applicable.

TAB N – Additional Evidence of Experience and Qualifications

Applicants are encouraged to provide resumes and/or brochures describing the Applicant and any similar projects in which the Applicant has been involved. Provide resumes and/or brochures describing key members of the Development Team. Provide a staffing plan indicating which Principals and staff members would have primary responsibilities for implementing the Project and their roles in day-to-day management of the Project. Provide annual reports of comparable community facility projects in which the Applicant has been involved, if applicable.

VII. CONDITIONS, TERMS, AND LIMITATIONS

This RFP is subject to the specific conditions, terms, and limitations stated below:

The Site is to be disposed of in its "as is" condition. The City, its officers, agents and employees make no representation whatsoever as to the physical condition of the Site or its suitability for any specific use.

The Site shall be subject to New York City Real Property Taxes and charges. Tax benefits may be available under the 421-a, UDAAP, 420-c, and/or 420-a tax exemption programs.

The proposed Project shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, Building Code, and all other applicable laws, regulations, and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.

Valid permits and approvals, as required by City, State, and Federal agencies, shall be obtained by the Developer prior to commencing work.

The selection of an Applicant will depend on satisfaction of the additional documentation and review requirements described in this RFP, and will be subject to the subsequent approval of the Mayor.

The City will convey the Site pursuant and subject to the provisions of the LDA. HPD will recommend to the Mayor the acquisition price as stated. Where required, all documentation, including but not limited to the deed and LDA, shall be in form and substance satisfactory to the City Council, Mayor, and Corporation Counsel. The conveyance will be subject to satisfaction of the applicable provisions of the City Charter and Article 16 of the New York State General Municipal Law.

No transaction will be consummated if any Principal of any conditionally designated Developer is in arrears, or in default upon any debt, lease, contract, or obligation to the City of New York, including without limitation, real estate taxes and any other municipal liens or charges. The City reserves the right not to review any Proposal by any such Applicant.

No commission for brokerage or any other fee or compensation shall be due or payable by the City, and the submission of a Proposal will constitute the Applicant undertaking to indemnify and hold the City harmless from and against any such claim for any such fee or compensation based upon, arising out of, or in connection with any action taken by the Applicant, the selection of the Applicant's submission and invitation to the Applicant to respond to this RFP, the conditional designation of a Developer pursuant to this RFP, or the sale of the Site.

The City is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any Applicant at any time, including the cost of responding to the RFP.

The selection of an Applicant will mean only that HPD may commence negotiations with that Applicant regarding the development of the Development Site. HPD will send written notification ("Negotiation Letter") to the selected Applicant. The selected Applicant must begin pre-development work within thirty (30) days of the date of the Negotiation Letter. The selected Applicant will be expected to start construction on the date specified in their Development Schedule; however, the Applicant must expect to commence construction no later than twelve (12) months from the date of the Negotiation Letter.

This RFP does not represent any obligation or agreement whatsoever on the part of the City. Any obligation or agreement on the part of the City may only be incurred after the City enters into a written agreement approved by the Mayor and Corporation Counsel. The City is under no legal obligation to convey the Development Site offered through this RFP through a competitive process. The City reserves the right to use the Proposals submitted pursuant to this RFP as a basis for negotiation with Applicants as the City deems appropriate. HPD may reject at any time any or all Proposals, amend or withdraw this RFP in whole or in part, negotiate with one or more Applicants, and/or negotiate and dispose of the Development Site on terms other than those set forth herein (including to parties other than those responding to this RFP). HPD may also, at any time, waive compliance with or change any of the terms and conditions of this RFP, entertain modifications or additions to selected Proposals, or withdraw the Site or portions of the Site from or add individual parcels to this RFP.

Selection of an Applicant's Proposal will not create any rights on the Applicant's part, including, without limitation, rights of enforcement, equity or reimbursement, until after the approvals of the City Council, Mayor, and Corporation Counsel, and until the deed, LDA, and all related documents are fully executed and approved. The terms of the deed and LDA, after execution, shall govern the relationship between the City and the Developer. In the event of any variance between the terms of this RFP and the deed or the LDA, the terms of the deed and/or LDA will govern.

All determinations as to the completeness or compliance of any Proposals, or as to the eligibility or qualification of any Applicant, will be within the sole discretion of the City.

This RFP and any agreement resulting there from are subject to all applicable laws, rules, and regulations promulgated by any Federal, State, or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

VIII. CONFLICTS OF INTEREST

Employees of the City of New York may respond to this RFP only in accordance with Chapter 68 of the New York City Charter governing ethics and conflicts of interest affecting City personnel. Section 2604(b)(7) of the City Charter contains specific prohibitions that exclude enumerated groups of employees from participating in the sales process.

Persons in the employ of the City considering the submission of a Proposal are advised that opinions regarding the propriety of their purchase of City-owned property may be requested from the New York City Conflicts of Interest Board. This body is empowered, under Section 2602 of the City Charter, to issue advisory opinions on conflict of interest questions and other matters of ethical considerations. It is not necessary, however, that such an opinion be obtained prior to responding to this RFP.

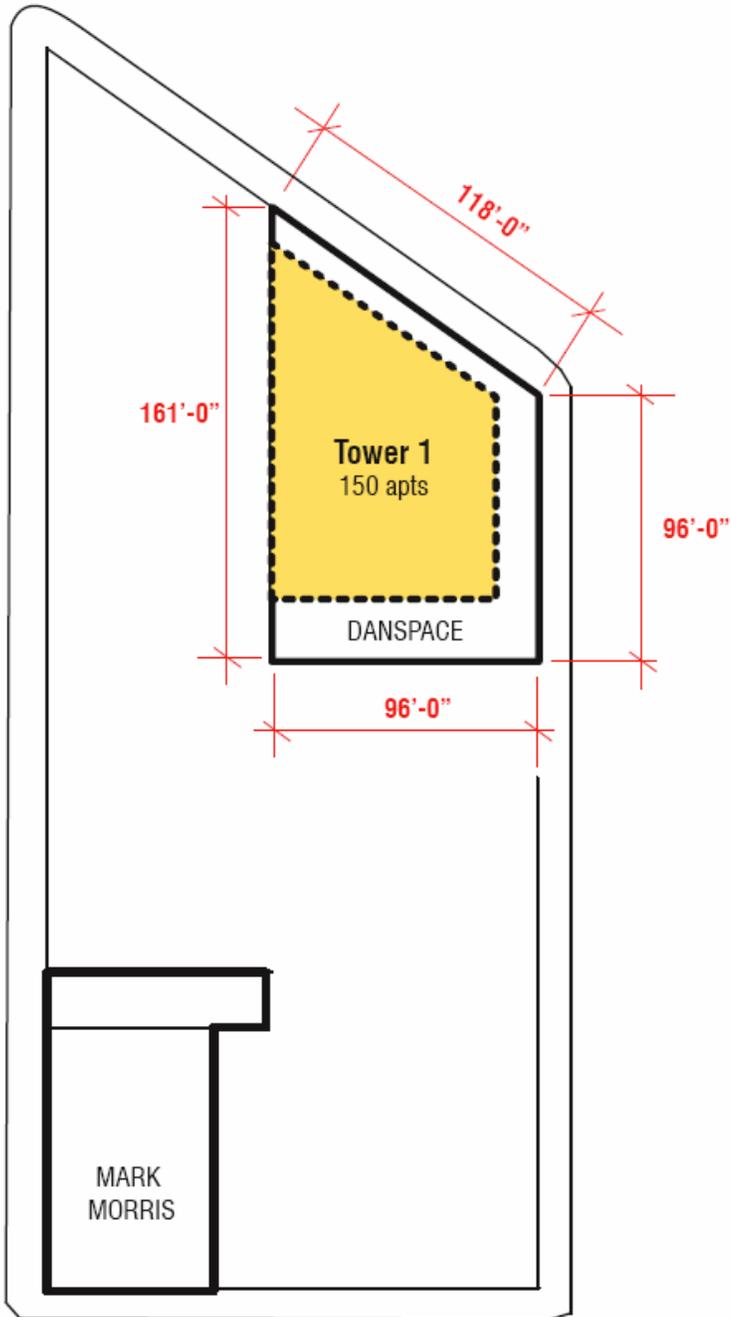
Former employees of the City of New York are also advised that the City Charter imposes certain restrictions on post-employment and business relationships with the City. Such individuals should consult the specific provisions on this issue contained in the City Charter.

APPENDICES

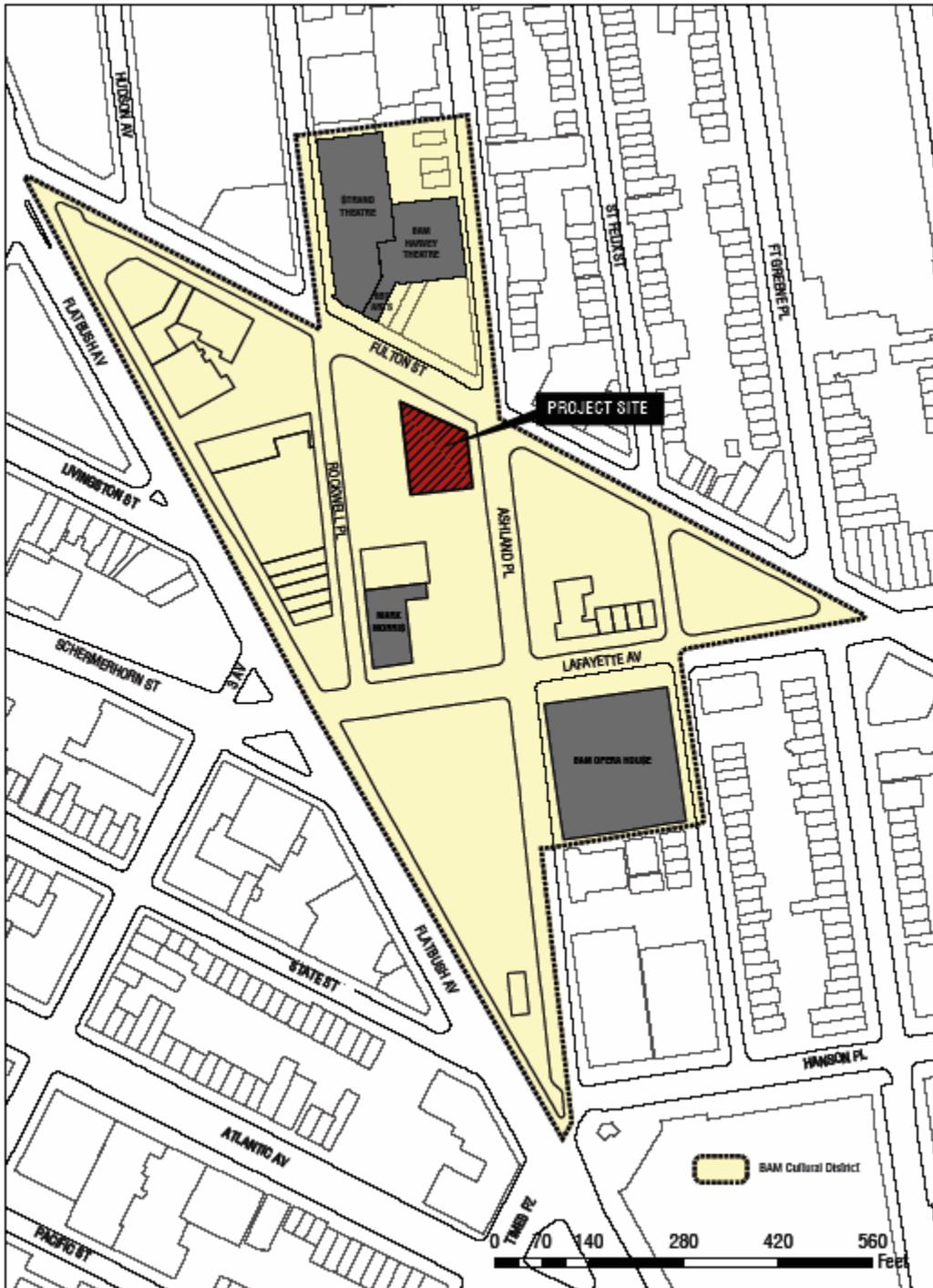
- I Site Maps
- II Project Timeline
- III BAM Cultural District Development Plans
- IV Danspace Project Background and Program
- V HPD Design Guidelines for New Construction
- VI Cultural Space Fit-out Diagrams
- VII Phase I Environmental Site Assessment Executive Summary
- VIII HPD Marketing Guidelines
- IX Equal Opportunity Requirements

APPENDIX I: Site Maps

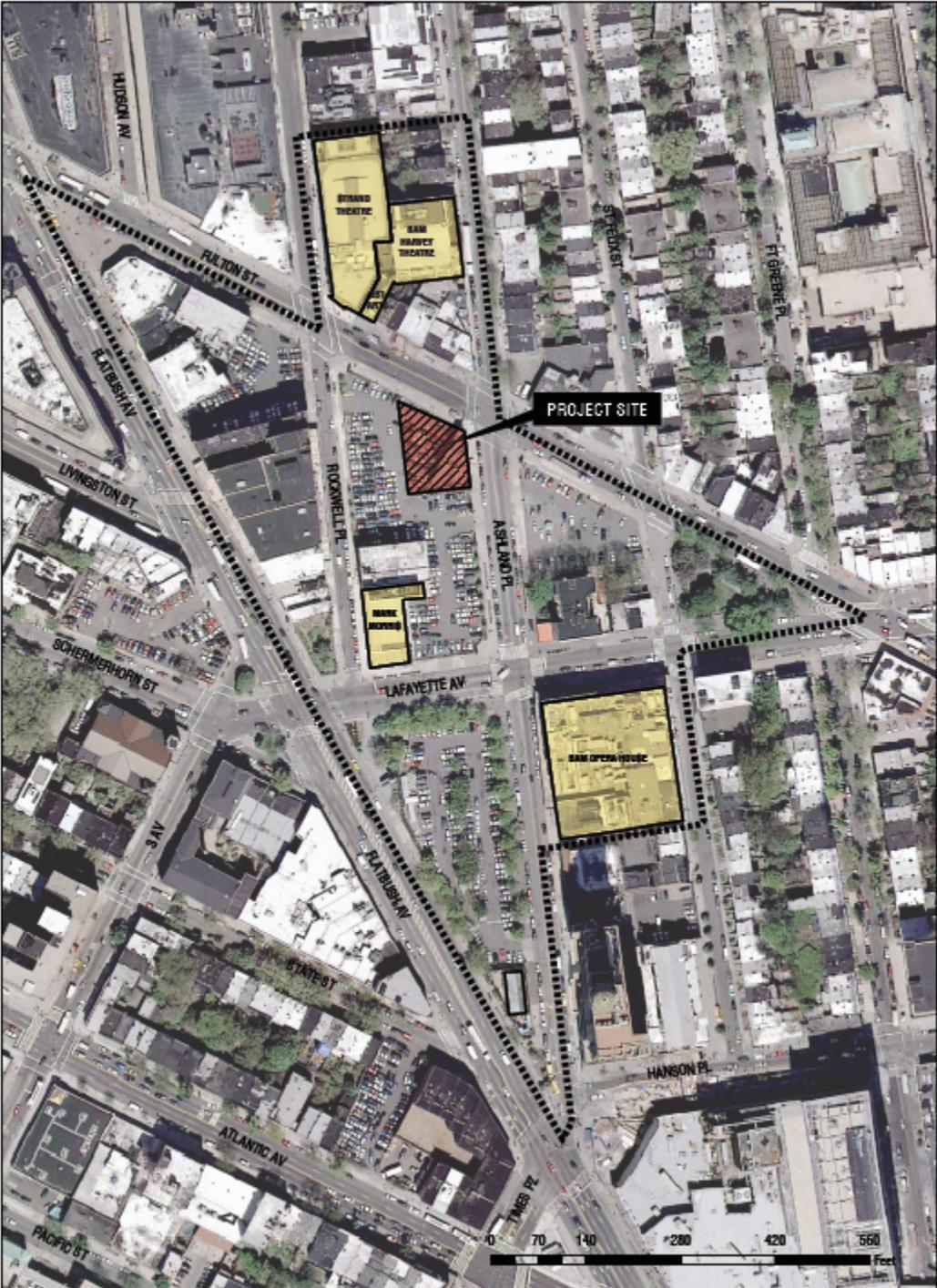
Site Footprint



Site in context of BAM Cultural District



Site in context of BAM Cultural District



Aerial Photo of Site



APPENDIX II: Estimated Project Timeline

The following is an estimated timeline for major project milestones:

February 9, 2007	RFP Release
May 4, 2007	RFP Responses Due
August 2007	Developer Designation
August 2008	Closing and Site Disposition
August 2008	Construction Starts
May 2009	Core and Shell for Cultural Space Completed
December 2009	Entire Built Project Completed

APPENDIX III: BAM Cultural District Development Plans

The BAM Cultural District

January 2007

The BAM Cultural District is a project to convert currently vacant City-owned parking lots and underutilized properties into new space for arts organizations and to provide new mixed-income housing for the neighborhood. In the new Cultural District, visual, performing and media arts organizations will have desirable and affordable space to create and present work, develop diverse arts programming and offer arts-related educational activities. In addition, the Cultural District will have amenities including restaurants, cafés, retail and parking linked together through a series of distinctive public open spaces. Innovative architectural and public space design will enhance the Cultural District's landscape.

The Cultural District will be a resource for the arts, the local community, the borough of Brooklyn and the City as a whole. It is one of four key components of the City's vision for the continuing revitalization of downtown Brooklyn. Other projects include the Brooklyn Bridge Park, the expansion of the area's downtown business district through the Downtown Brooklyn Plan and the Atlantic Yards mixed-use development project. The Cultural District will create a dynamic commercial and residential environment that will build upon the area's established and growing arts community, as well as a strong business, residential, academic and transportation infrastructure. When fully developed, the Cultural District will include a diverse and vibrant mix of uses as described below.

- **Affordable Space for the Arts:** The Cultural District will feature affordable, desirable space that arts groups will either own or lease long term. Possible uses may include museums, galleries, theaters, media centers, music venues and artist and dance studios. The 30,000-square-foot, 80 Arts—James E. Davis Arts Building is the Cultural District's first completed renovation project. Today, it is home to 13 diverse nonprofit arts groups benefiting from below-market rents and shared amenities.
- **A Mix of Housing:** To address the surrounding community's need for affordable housing, the Cultural District will include mixed-income residential units, for purchase or lease.
- **Streetscape and Public Space:** Public open space and streetscape play a key role in making connections within and through the Cultural District. They serve as important physical links between Cultural District buildings, as well as passageways from the heart of the district to surrounding neighborhoods. These public spaces will be important "mixing places" and destinations for community residents, artists, and visitors. And they may also act as stages, showcasing the work of local artists. Lafayette and Flatbush Avenues, Fulton Street, Ashland Place and Hanson Place will be enhanced with streetscape, façade and lighting improvements designed with the help of artists. Public programming is already underway at Fort Greene Park, as part of the Fort Greene Greenmarket.
- **Innovative Architecture:** Architecture will play a critical role in making the Cultural District a distinctive arts destination and an attraction for business development and tourism.
- **Amenities:** Retail amenities will be created to complement and augment the existing neighborhood retail mix to meet the needs of local residents, arts organizations and visitors. Underground parking will also be developed.

APPENDIX IV: Danspace Project Background and Program



Background and Program

SUMMARY HISTORY

Danspace Project champions the creation of innovative work by dance artists. Founded by artists in 1974 to provide an accessible venue for independent experimental choreographers, Danspace evolved from a legacy of dance at St. Mark's Church in-the-Bowery ("St. Mark's") that goes as far back as performances given by pioneers Isadora Duncan, Martha Graham, and Ruth St. Denis. Through its presentation, commissioning, and mentoring roles, Danspace Project has earned a reputation of international stature. Danspace's mission is to stimulate, promote, and present challenging new work in dance from a broad range of artistic voices within a distinguished and nurturing environment. Danspace encourages choreographers to take risks and is committed to assisting artists in realizing their creative visions within a professional setting. The organization has presented a number of renowned artists at early stages of their careers, including Bill T. Jones, John Kelly, and David Rousseve. In addition to fostering the growth of emerging choreographers, the organization also continues to serve established artists, such as David Gordon, Meredith Monk, and Bebe Miller, who return to Danspace to explore new work within its supportive and professional environment.

NEW AND EXPANDED PROGRAMS

Performance Space: The expansion of existing programs at the Danspace choreographic center will include increasing the presenting season to 38 weeks and the rental series to 12 weeks. Commissions, performance fees, technical support, and design fee subsidies will be augmented accordingly.

Studios: A new workspace program will employ an innovative, hybrid model of *timeshares* and traditionally rented spaces for artists and institutions. The six studios and two technical workspaces will be available for long-term timeshares to artists and organizations.

In addition to the timeshare program, thousands of low-cost *hourly rentals* will be available each year. Space usage will be maximized, while guaranteeing availability to timeshare owners. Hourly rentals will offer occasional users the same low-cost space, but without access to services such as storage and preferred scheduling.

Each year Danspace will offer *research and creative residencies* to local, national and international artists, providing them with uninterrupted studio time throughout the choreographic process. Artists being presented by Danspace will receive substantial free studio time as well as subsidized technical residencies that will help prepare for the final staging of each work. Danspace will support the entire span of an artist's project and work with them to offer the best use of the Center's facilities. This program will also serve international exchanges, such as those fostered through the French-U.S. Exchange for Dance and the Danish Arts Council's DaNY Arts Project.

In the spirit of artistic collaboration, and in order to pool resources that have proven vital to sustaining arts communities, Danspace will offer subleases to partner organizations to augment and complement its own programs in order to serve the full spectrum of dance artists' needs—including workshops and classes for all ages, information, financial and administrative services, and the development and presentation of early-career artists. The choreographic center will be home to a cohesive community of diverse organizations able to respond to the constantly shifting issues confronted by dance makers. Urban Bush Women, Movement Research, and the Field are currently considering long-term tenancy in the Center.

Anticipated annual usage:

Operating days	357
Operating hours	5,355
Workspace hours	40,425
Audience	28,650
Artists served	1,219
Students	1,070
Presentations	273
Commissions & Residencies	100
Timeshares & Rentals	214

**BOARD OF DIRECTORS
2006-07**

<u>NAME/TITLE</u>	<u>PROFESSIONAL AFFILIATION</u>
Adam Bernstein <i>President</i>	Deputy Director, Programs Mid Atlantic Arts Foundation
Douglas Dunn <i>First Vice President</i>	Artistic Director, Rio Grande Union
Gina Gibney <i>Second Vice President</i>	Artistic Director, Gina Gibney Dance/Studio 5-2
Christina Adair Smith <i>Secretary</i>	Director of Planning & Design, Lincoln Center Development Project
Marianne Pohle <i>Treasurer</i>	Supervisor, Contributions Altria Corporate Services, Inc.
Bebe Miller <i>Officer at Large</i>	Artistic Director, Gotham Dance Inc.
Trisha Brown	Artistic Director, Trisha Brown Dance Company
Terry Creach	Artistic Director, Creach/Company
Kara Cross	Artistic Director, Kara Cross Dance Group
David Fanger	Senior Vice President, Moody's Investors Service
Jilian Cahan Gersten	Director of Development, The Museum of Jewish Heritage
Ishmael Houston-Jones	Coordinator, Lambent Fellowship in the Arts, TIDES Foundation

Ralph Lemon	Artistic Director, Cross-Performance Inc.
Frances Milberg	Senior Vice President, The Segal Co.
David Parker	Artistic Director, The Bang Group
Simon Sinek	President, Sinek Partners
Sarah Skaggs	Artistic Director, Higher Ground Projects, Inc.
Muna Tseng	Artistic Director, Muna Tseng Dance Projects, Inc.
Ann Tuomey-DePiro	Director of Studio Operations, New York City Center
Laurie Uprichard	Executive Director, Danspace Project, Inc.

ARTISTS ADVISORY BOARD:

Jonah Bokaer
Wally Cardona
David Dorfman
Jeanine Durning
Ain Gordon (chair)
Miguel Gutierrez
Irène Hultman
John Jasperse
Heidi Latsky
Tere O'Connor
Risa Steinberg
Donna Uchizono
Christopher Williams
Nami Yamamoto



STAFF LIST
2006-07

Administrative:

Laurie Uprichard, Executive Director
Peggy H. Cheng, Development Manager
Ursula Eagly, Development Associate
Kate Garroway, Finance Associate
Carolyn Hall, Executive Assistant
Abby Harris, Administrative & Program Associate
Rennica Johnson, Marketing Associate
Guy Yarden, Capital Project Consultant

Front-of-House:

Box Office Managers

Renee Archibald, Carolyn Hall, Heather Shannon-Quaranta, Reghan Sybrowsky,
and Layard Thompson

House Managers

Iolet Francis, Abi Rollins

Technical:

Carol Mullins and Kathy Kaufmann

Lighting Designers

Leo Janks and Kathy Kaufmann

Technical Coordinators

Tim Cryan, Leo Janks, Christine Shallenberg, Carlton Ward

Technical Directors



DANSPACE PROJECT

History and Programs

"Danspace [Project] has played a significant role in the arts ecology of New York and the entire dance world."

-- Michael M. Kaiser, President of the John F. Kennedy Center for the Performing Arts

Danspace Project – also familiarly known as Danspace – is an international leader in the commissioning and presentation of contemporary dance. Danspace Project's mission is to stimulate, promote, and present challenging new work in dance from a broad range of artistic voices within a distinguished and nurturing environment. Danspace Project encourages choreographers to take risks and is committed to assisting artists in realizing their creative visions within a professional setting. Danspace also welcomes a receptive public to engage in and be transformed by the work of artists.

Danspace Project was founded by artists to provide an accessible venue for independent experimental choreographers. It combines a rich history (rooted in work by dance pioneers including Isadora Duncan, Martha Graham, and Ruth St. Denis) with an unstinting commitment to that which is contemporary, creative, and cutting-edge. Three defining characteristics have secured its position as a leading advocate for contemporary dance: Commissioning and presenting new dance work from New York, the U.S., and abroad; nurturing independent experimental choreographers at all stages of their careers; and professionally producing dance in the uniquely flexible and communal setting of St. Mark's Church in the East Village.

Upwards of twenty-five weeks of contemporary dance are fully presented by the Danspace Project each season, providing artists with technical, promotional, and front-of-house support. Programs include the *City/Dans* series (featuring the work of New York City choreographers), Global Exchange (international choreographers), OUT OF SPACE (performance at alternative sites and a semi-annual showcase series at BRIC Studio in Brooklyn), DraftWork (free informal performances followed by moderated dialogue and a reception), and Rap-Ups (post-performance discussions with the artists).

Danspace has presented a number of artists at early stages of their careers including Douglas Dunn, Bill T. Jones, John Kelly, and David Rousseve. Danspace also serves established artists such as Seàn Curran, David Gordon, Irène Hultman, Bebe Miller, and Meredith Monk who return to Danspace for its supportive environment, often to show work-in-progress or work specifically developed for the space.

For more than a decade, Danspace Project has included both national and international artists in its presenting series. With the support of Dance Theater Workshop's (DTW) Suitcase Fund, DTW and Danspace Project co-presented Dutch choreographer Beppie Blankert in October 1993, June 1997, and May 2000; the series "Women Along the River: New Dance from the South Asian Diaspora" took place in 1994-95; and "Nova Dança Portugal" was presented in the spring of 1996. "Dancing in the Isles," a festival of contemporary British dance and "East of Eden," presenting work from East/Central Europe, were highlights of the 1997-98 season. "New Europe '99," a three-week citywide festival, took place in October 1999. "Libre-échange," featuring artists who have lived and worked across the borders of the North American Free Trade Agreement, ran for six seasons through 1997-98. In Spring 2001, Danspace participated in "France Moves," a citywide festival celebrating contemporary French dance. In Fall 2001, Danspace presented several artists as part of the "Québec ! New York Festival" as well as Wayne McGregor's Random Dance Company as part of the "UKinNY Festival." In the fall of 2003-04, Danspace co-produced "Central Station," a multi-week, multi-venue and multi-city program spotlighting East/Central European dance. "Central Station" was co-presented by Danspace Project, Dance Theater Workshop, and P.S. 122 in New York City in December 2003, and also took place at the University of California at San Diego and Sushi (San Diego, CA), RedCAT (Los Angeles, CA), On the Boards (Seattle, WA), and the Wexner Center for the Arts (Columbus, OH) in November/December 2003. As of the 2005-06 season, Danspace Project's Global Exchange series has presented 54 artists representing 22 countries.

Danspace Project's OUT OF SPACE series includes both showcase performances at BRIC Studio in Brooklyn, NY as well as SITE performances like Noemie LaFrance's *Noir* in a Manhattan municipal parking garage; Douglas Dunn's *The Higgs field* at the Pinetum in Central Park; koosil-ja hwang / DANCEKUMIKOKIMOTO's *deadmandancing EXCESS* at the Performing Garage in SoHo; JMandle Performance's *Feast* at The Stable in DUMBO, Brooklyn; and DD Dorvillier's *No Change or "freedom is a psycho-kinetic skill"* at Context Studios in Williamsburg, Brooklyn.

Through programs such as FOOD FOR THOUGHT, younger choreographers showcase their work in a weekend that also serves to collect food for neighborhood social agencies. DraftWork, free, informal afternoon performances of works in progress, invite dialogue between choreographers and audience and are followed by receptions in the Parish Hall. DANCE:Access, approximately ten weeks annually of self-produced performances administered by Danspace, continues to provide a low-cost option to the curated series.

In 1993-94, Danspace Project initiated a commissioning program with the support of the Joyce Mertz-Gilmore Foundation (now called the Mertz Gilmore Foundation) and the New York State Council on the Arts. Since its inception, Danspace Project's Commissioning Initiative has supported the creation of new works by 290 artists. Danspace has joined in co-commissioning projects with colleagues worldwide including Diverse Works (Houston, TX), the National Dance Project (a program of the New England Foundation for the Arts), the Wexner Center (Columbus, OH), the Canada Dance Festival, Sweden's Dansens Hus, and the Holland Dance Festival.

In 1996-97, with the support of an Arts Partners planning grant, Danspace Project initiated the Living Room Project in association with Yoshiko Chuma and the School of Hard Knocks (SOHK), designed to reach our neighbors and build awareness of Danspace and a deeper understanding of the artists with whom we work. In 1998-99, with the support of an Arts Partners project grant, 30 Living Room Projects were held in New York City. The work was reprised at Danspace in October 1998 and toured throughout the U.S. as well as in Eastern Europe. The Living Room concept was included at four stops in Easton, PA; Lexington, NY;

Minneapolis, MN; and in Budapest, Hungary.

Danspace Project's Office, providing a professional, equipped environment for independent choreographers, became fully functioning in 2000-01. Artists working in The Office – Koosil-ja Hwang, John Jasperse, and Donna Uchizono – have joined the Bebe Miller Company, Wally Cardona Ventures, David Dorfman Dance, Stephen Petronio Dance Company, and Multi-Arts Projects and Productions, as well as Danspace Project, in “the dance building” of the East Village.

FINANCES

In addition to its record of artistic excellence, Danspace has built a reputation for financial stewardship. Since its first season, its budget has grown a hundredfold, now operating at one million dollars annually. The organization routinely runs balanced annual budgets and currently has an accumulated cash surplus exceeding \$400,000. As noted in a business analysis conducted by the Nonprofit Finance Fund in August 2003, “Danspace Project has a stable and healthy financial history, an important base on which to build its future.”

In FY00, the Danspace Board committed itself to the establishment of a cash reserve fund. Through sound fiscal management, the cash reserve fund currently stands at \$250,000 (representing 25 per cent of the organization's annual operating budget), a remarkable achievement for an organization of its size, particularly considering it was realized without specific fundraising targeted towards this goal. Danspace also recently established a Building Reserve Fund with an initial contribution of \$150,000. The Nonprofit Finance Fund (NFF), in its updated organizational assessment (Nonprofit Business Analysis), expressed that Danspace stands out in its field because its financial structure has been sound for so long. NFF staff further noted that Danspace's liquidity position is unheard of for organizations of this size.

RECENT DEVELOPMENTS AND VISION FOR THE FUTURE

New York City has an illustrious history as an urban “incubator” for artists, a place where creative movements and expressions in the performing and visual arts are developed. This environment has been hospitable to the individual and emerging artist, whose growth and development depends on experimentation, and whose outcome has never been assured. It is this vital risk-taking aspect of the “evolutionary food chain” in New York City's cultural life to which Danspace is a significant contributor.

Since August 2004, Danspace has been engaged in negotiations with the Downtown Brooklyn Partnership (formerly BAM LDC) to relocate to the BAM Cultural District. The building envisioned for the District would incorporate Danspace's need for a new performance facility with a dream long incubated: a comprehensive center for dance production, presentation, and training in New York City.

The new facility will establish a contemporary choreographic center where recognized independent choreographers can explore and experiment, where emerging artists can test their ideas, and where audiences will find some of the most original and daring work in contemporary dance. The center will enable Danspace to expand the scope of its current programs and services and introduce new initiatives in presenting, commissioning, residencies, technical support, and education. As a comprehensive dance center, partnerships with complementary organizations will provide a full range of dance services – from workshops and classes, to creation and performance – to artists at every stage of their careers and representing a broad range of aesthetic points of view.

SUMMARY OF ACTIVITIES FY01-06

SEASON	WEEKS IN SEASON	# PERFORMANCES	# ARTISTS*	COMMISSIONS	<i>"Access" Rental wks.</i>
2005-06	32	136	40	\$57,500 to 25 artists	8
2004-05	35	126	38	\$58,500 to 26 artists	9
2003-04	31	142	34	\$70,000 to 27 artists	9
2002-03	26	136	35	\$60,000 to 21 artists	10
2001-02	30	123	40	\$61,000 to 27 artists	6
2000-01	29	113	34	\$60,500 to 29 artists	10

* not including multiple artist showcases.

DAN SPACE PROJECT

Performance Schedule

2006-07

FALL 2006

SEPTEMBER

5 Tribute to John Cage
7-10 **DANCE:Access:** Brendan McCall
14-17 **DANCE:Access:** TEA
17 The *BESSIES*
21-24 **DANCE:Access:** Erica Rebollar & Kim Whittam
29-10/1 **DANCE:Access:** Turner Dance

OCTOBER

5-8 **City/Dans:** Alan Danielson
13-15 FOOD FOR THOUGHT
19-21 **Global Exchange: European Dream:**
Betontanc (Slovenia)
26-28 **Global Exchange: FUSED/European Dream:**
Boris Charmatz (France)

NOVEMBER

2-5 **City/Dans:** Pam Tanowitz
9-12 **City/Dans:** Luciana Achugar
11 **DraftWork:** Accidental Movement Theater and
Christalyn Wright's Wright Now! PerformanceXperience
16-19 Lionel Popkin

DECEMBER

11/30-3 **City/Dans:** Risa Jaroslow
8-10 Movement Research Festival
14-17 **City/Dans:** Liz Gerring
16 **DraftWork:** Alex Escalante and Mariah Maloney

WINTER 2007

JANUARY

11-13 **DANCE:Access:** Jean Isaacs (San Diego)
18, 20, 21 **Global Exchange:** Martine Pisani
25-28 **City/Dans:** Trajal Harrell

FEBRUARY

1-4 **City/Dans:** Janis Brenner
8-11 **City/Dans:** Jill Sigman
16-18 **City/Dans Shares:** Catey Ott & Eun Jung Gonzalez
20-21 **Global Exchange:** Vincent Mantsoe/*Men-Jaro* (South Africa),
Co-presented with 651ARTS at Kumble Theater
22-25 **City/Dans:** Guta Hedewig
24 **DraftWork:** Antonio Ramos & Julian Barnett

MARCH

1-3 **Global Exchange:** Chantal Yzermans (Belgium)
1-4 & 7-11 **Out of Space:** Miguel Gutierrez at Henry Street Settlement
8-11 **City/Dans:** Keely Garfield
15-18 **City/Dans:** Tina Croll
22-24 **Global Exchange:** Cristina Moura (Brazil)
Co-presented with 651ARTS
24 **DraftWork:** Daniel Linehan & Noemi Segarra
29-4/1 **City/Dans:** Eliza Miller

SPRING 2007

APRIL

6-7 **Out of Space @** BRIC Studio (Brooklyn)
12-15 **City/Dans:** Amanda Loulaki
19-22 **City/Dans:** Barbara Mahler
21 **Academy Dances:** Middlebury College
24 **Danspace Project Gala honoring Jennifer Tipton**

MAY

3-5 **Global Exchange:** André Gingras (Netherlands)
12 **DraftWork:** Regina Rocke and Nami Yamamoto
11-13 **DANCE:Access:** Nancy Meehan
17-20 **City/Dans:** Liz Sargent
24-27 **City/Dans:** Eiko & Koma

JUNE

6/1-/3 **City/Dans Shares:** Jenny Rocha & Lindsey Dietz-Marchant
6/2 **DraftWork:** Ursula Eagly and MuteComp (Copenhagen)
8-10 FOOD FOR THOUGHT
14-17 **DANCE:Access:** Notes in Motion
22-23 **Out of Space @** BRIC Studio (Brooklyn)
21-24 **DANCE:Access:** Zendora Dance
28-7/1 **City/Dans:** Glen Rumsey



DANSPACE PROJECT

2006-07 Season: Selected Press Coverage follows

The New York Times

DANCE REVIEW | 'MARTINE PISANI COMPANY'

This Emperor Does Have Clothes (but He Says He Doesn't)

By CLAUDIA LA ROCCO

Published: January 24, 2007

Who would have imagined that watching a stranger undress could ever be tedious?

Well, over the past few years choreographers have managed the impossible, making every effort to yank skivvies off whenever remotely necessary, and especially when it isn't.

But fear not. The French are here to save the day. Really.

On Thursday Martine Pisani's "Bande à Part" ("Band of Outsiders") opened at [Danspace Project](#). There was plenty of nudity: indeed, you could make the case that the performance hinged on it. It's just that none of it was actual.

The work began with Théo Kooijman walking the audience through his conceptual disrobing. "O.K., I got through the first part," he explained after a pause in which nothing happened, and in which you realized that nothing was going to. The joke, of course, is that you felt his nakedness all the more.

Such absurd and obvious manipulation of reality lay at the heart of this hourlong solo, cleverly disguised as a quartet. Christophe Ives, Eduard Mont de Palol, Olivier Schram and Mr. Kooijman, delightful dancers all, took turns performing a simple movement monologue, which included things like losing yourself for 23 seconds and finding yourself in seven; warming up and then passing that heat on to the audience through methods like vigorous rubbing and fanning, and that old standby, disappearing.

Each man interpreted this script (the “soloist’s story” was read early on) in his own way and seemingly off the cuff, often ceding the soloist role to another performer in midstream.

The revolving backup threesome served to enhance and frame the action; think of the peanut gallery, not a Greek chorus. They burred and chirped when it seemed their lead was in danger of nodding off. They created sound effects through methods that give new meaning to the description “low tech”; at one point Mr. Mont de Palol zipped and unzipped his fly to great effect. They galloped around awkwardly like men who can’t quite get their minds around the concept.

And they created, through such winning and inane shenanigans, a reality that was just as forceful as the workaday version you’re normally told to believe. You know, the one that says to be naked, you mustn’t wear clothes.

Thursday, January 25, 2007

Strike a Pose: A Show Pony Choreographs His Obsession



Michael Falco for The New York Times

Trajal Harrell at Danspace Project, where “Showpony,” about the value of shows and performance, has its premiere tonight.

By GIA KOURLAS

Published: January 25, 2007

Last year the choreographer Trajal Harrell was hit with an intense dose of post-performance depression. It wasn't that his dance, “Before Intermission,” was badly received (it wasn't), but that after months of rehearsal and a two-night run at the Kitchen, it was over. Around the same time he also observed how his nondance friends were progressing in their lives: getting married, having babies, buying homes.

“I thought: ‘What do you have? You have a show.’ ” he said after a recent rehearsal in the East Village.

To Mr. Harrell, 38, a show is his own “little temporary real estate.” In his new piece, “Showpony,” which opens tonight at [Danspace Project](#), Mr. Harrell addresses the value of shows and performing, and the implications of selling your body.

“I’m a show pony,” he explained. “For lack of a better term, there are people, like myself, who are obsessed with being in shows and doing shows. That’s a show pony. I’m being funny, but I’m also quite serious. I like to show off, and I like to be seen.”

“Before Intermission” featured many exits and entrances. “I was onstage, total, for about 16 minutes,” Mr. Harrell said. “I decided that if this performance culture is really what I’ve committed my life to, I don’t want to miss a minute of it next time.” In “Showpony” he remains onstage throughout the work.

In past works Mr. Harrell, inspired by the novels of Bret Easton Ellis and James Baldwin, has explored the point where voguing, with its angular movements, meets postmodern dance of the 1960s and ’70s, as well as the concept of “cool.” His dances exist on the perilous edge between authenticity and posing, driven by carefully timed tension and a heightened sensitivity, created through lighting and music, that relies on live performance. On videotape Mr. Harrell’s dances don’t stand a chance.

In “Showpony” he loosens his choreographic structure but still uses the configuration of a fashion show, which he has been drawn to before, to romanticize the idea of glamour and the potential cool of contemporary dance. The theater has been rearranged, and the seats reduced to only 46, in two rows facing each other. The long, narrow space in between — a runway — serves as the stage. Throughout the work, Mr. Harrell and the other dancers, Katy Hernan and Christine Vassiliou, frequently blur the boundary between performers and audience.

The dancers don’t mimic models to the extent they have in Mr. Harrell’s past works; here they strike poses reminiscent of gymnastics, dressage and dog shows. “I’m using the runway in ‘Showpony’ for its intimacy,” he said. “I also wanted a certain level of immediacy. What I like is the way it shows

the scale of the body as it passes by you when you're seated. In this piece, I wanted to exploit that sensation."

The dance flows into a slide show inspired by Nan Goldin's "Ballad of Sexual Dependency," a photography book that originated as a slide show with music, documenting downtown bohemianism in the 1980s. In Mr. Harrell's version, a collaboration with the Berlin-based photographer David Bergé, experimental choreographers in New York and Europe are captured in candid moments.

Music, selected from some of Mr. Harrell's favorite dances, accompanies the slide show. It includes "Jesus' Blood Never Failed Me Yet" (used in [William Forsythe's](#) "Quintett"), "Been on a Train" (Alvin Ailey's "Cry"), "Come Together" (Jérôme Bel's "Show Must Go On") and "Baker Street" (Sarah Michelson's "Daylight").

"I'm a sentimental person," Mr. Harrell said. "I love nothing better than to cry at a movie. It makes me feel transformed and purified. I'm Southern, so when I see these pictures, I'm happy to be among this group of people. They make me feel strong."

Born in Douglas, a small city in southeast Georgia, Mr. Harrell started out in gymnastics. He discovered theater later, when he walked off the field during a baseball game one day. (His father made him play.) "It so happened that I was riding my bicycle by this college theater, and there were all these kids and they were auditioning for 'The Music Man,' " he said. "Theater saved me."

He attended [Yale University](#), where he majored in American studies, and after graduating in 1990 he moved to Los Angeles to pursue an acting career. "I had a serious agent," he said. "I was going out for 'Boyz N the Hood' and 'The Fresh Prince of Bel-Air.' I was up for that gig — not [Will Smith](#), but the other kid on 'Fresh Prince.' " With some prodding, he added with a giggle, "the cousin."

Mr. Harrell soon gave up acting to study dance and composition in Providence, R.I., San Francisco and finally New York. In 1997 he was

granted a residency at Movement Research, where he became acquainted with the performers he pays homage to in his slide show.

“I’m not trying to be Nan Goldin, but I do think that the pictures bring the audience into a different world,” he said. “I’ve realized that I’ve made this life choice, and with that there is a limit: you can’t have everything. I don’t know what the future is going to bring, but I’m doing this piece because I want to create something that no one can take away from me. It feels like a historical moment. That’s the thing: I’m in this with other people, and this piece is my touchstone.”

“Showpony” will be performed tonight through Sunday night at Danspace Project at St. Mark’s Church, 131 East 10th Street, East Village; (212) 674-8194.

DANCE REVIEW | 'RISA JAROSLOW & DANCERS'

Art and Real Life Bump Into Each Other Onstage



Tom Brazil

Risa Jaroslow & Dancers in “Resist/Surrender,” another piece in which Ms. Jaroslow combines professional performers with ordinary people.

By ROSLYN SULCAS
Published: December 2, 2006

No one could complain about a lack of dancing in Risa Jaroslow’s “Resist/Surrender,” which packs more highly physical, visceral movement into its 50 well-structured minutes than many an evening-length work. The piece, presented by [Danspace Project](#) at St. Mark’s Church on Thursday night, is part of Ms. Jaroslow’s continuing attempt to integrate art and ordinary life: she has previously incorporated women on welfare, survivors of domestic violence and a New York City firefighter into her work.

In “Resist/Surrender,” the results are moving but not always successful. The piece sets out to explore masculinity, and to this end Ms. Jaroslow surrounds four wonderful dancers — Gabriel Forestieri, Luke Gutgsell, Elise Knudson and Paul Singh — with 11 civilians, all possessing Y chromosomes. (The firefighter, John Regan, is back.)

The dancers, clad in vivid indigo sweatpants and T-shirts by Clint Ramos, initially do a great deal of vigorous floorwork, then stand in a line, hitching up their pants, cracking their knuckles, thumbing their noses, avoiding contact and generally behaving like men, or like male stereotypes.

Later they enact a game of invisible catch (“Got it! Got it!”), circling around the stage in a lovely sequence of Merce-Cunningham-inspired low, ground-covering jumps and straight-backed high kicks, finally slamming into one another aggressively and competitively.

Alternative behaviors are suggested during the brief group sequences that use the nonprofessional performers, who carry the dancers tenderly and offer them water but have little else to do other than don multiple neckties, watch from the sides and later strip down to boxer shorts.

It’s unclear what Ms. Jaroslow is actually suggesting about masculinity in “Resist/Surrender.” Nonetheless, the piece, to an original score by Scott Johnson (performed live by the Fireworks Ensemble), works perfectly well in abstract terms. In other words, forgo interpretation and admire Ms. Jaroslow’s craft and her evocation of the compassionate, observant community that we would all like to live in.

Risa Jaroslow & Dancers perform through tomorrow night at Danspace Project, St. Mark’s Church, 131 East 10th Street, East Village; (212) 674-8194.

The New York Times

Dance as Confrontation: A Landmark French Work Comes to New York

By ROSLYN SULCAS

Published: October 26, 2006

In 1993, a 19-year-old French dancer and a 17-year-old friend from dance school choreographed a duet. It was called "À Bras le Corps," and its boxing-ring setting and visceral physicality caused a sensation in French dance circles. Its creators, Boris Charmatz (the older of the two) and Dimitri Chamblas, were heralded as the vanguard of a new generation of choreographers, and Mr. Charmatz has gone on to become one of the bigger names in French contemporary dance.

The two men have continued regular performances of "À Bras le Corps," which is presented tonight through Saturday, under the auspices of the European Dream Festival, by the Danspace Project at St. Mark's Church. Previously, Mr. Charmatz's work has been seen only once in the United States, when the France Moves festival brought his "Herses (une lente introduction)" to the Kitchen in 2001.

"Sometimes you sit down in the theater and you are completely involved by what is happening before you," said Laurie Uprichard, the director of Danspace, who first saw "À Bras le Corps" in 1997. "This was one of those times. Who were they? What were they doing? Something about their combination of extreme physicality and lack of pretentiousness really captivated me."

"À Bras le Corps" means "to seize bodily" but also carries the connotation of attacking a problem, or confronting an adversary. The dance takes place within the confines of a boxing ring, with spectators seated on all four sides. The two men lunge, jump and pounce at and around each other to intermittent bursts of Paganini's Capriccios No. 1, 10 and 16. Occasionally a virtuosic ballet sequence is wound into the mix; at other points they drag or roll each other across the floor or leverage their bodies into slow, weight-bearing lifts.

The spartan simplicity and directness of the work was a revelation to the French dance world of the early 1990's, which was still dominated by the highly theatrical productions of choreographers like Jean-Claude Gallota, Karine Saporta, François Verret and Maguy Marin.

"It was a shock," said Jean-Paul Montanari, the artistic director of the Montpellier Dance Festival, which presented Mr. Charmatz's most recent piece, "Quintette," this summer. "We weren't used to dance with that kind of virile energy; that was something that belonged, maybe, to rock 'n' roll. It was as if they refused to recognize the codes. It wasn't classical; it wasn't jazz. It was a kind of Dionysian dance that didn't even seem like choreography."

Dispensing with the codes was exactly what Mr. Charmatz and Mr. Chamblas, now in their early 30's, wanted to do. "At the time we were making 'À Bras le Corps,' it was clear what a good choreographer was," said Mr. Charmatz, speaking in fast and fluent accented English on the telephone from Holyoke, Mass., where he and Mr. Chamblas performed at the Massachusetts International Festival of the Arts last weekend. "It was someone who had their own style, their own movement language. We thought: 'We should get rid of this. We are not like that.' Being a choreographer wasn't something I wanted. We thought, 'We'll make this piece, but we'll go on studying, dancing for other people.' At the time, that kind of idea was not so common."

It was even less common for dancers with their background. They initially met as young boys at the Paris Opera Ballet School, but Mr. Chamblas stayed only briefly, moving to the more modern-dance-inclined National Conservatory in Lyon. After three years at the ballet school, Mr. Charmatz, then 16, entered the conservatory, and the two formed a firm friendship, which they maintained when Mr. Charmatz left to dance with Régine Chopinot's Ballet Atlantique two years later. In 1992 they founded Association Edna, a loose creative group with youthful, idealistic ideas -- all to be realized later -- like publishing a book and supporting the work of other artists.

Mr. Charmatz may not have wanted to be identified as a choreographer, but he could hardly evade the label. The success of "À Bras le Corps" was followed a year later by "Les Disparates" (another collaboration with Mr. Chamblas), and "Aatt Enen Tionon" in 1996, both critically praised.

But to a great extent, Mr. Charmatz has indeed avoided the career path of most successful contemporary-dance choreographers in France, who are often based in a regional choreographic center with full-time companies at their disposal.

He has created relatively few works, sometimes years apart, and often more like installation pieces than conventional dances. From 2002 to 2004, he developed and ran Bocal, a nomadic school for 15 students that he describes as "a school without teachers, but not without artists." He has written a book about contemporary dance and is working on another. And Mr. Charmatz has, as he intended right from the start, continued to dance for other choreographers. (He is now involved in a production by Meg Stuart in Berlin, where he is a visiting professor at the Akademie der Künste.)

He and Mr. Chamblas, who is a producer at a film company and no longer dances full time, have also remained faithful to their original intentions for "À Bras le Corps." "We knew that we would keep doing the piece," Mr. Charmatz said. "We didn't ever want it to be a repertory work where younger dancers come in. When we made it, we said, 'O.K., we know we are too young to make a mature work, but why should choreography be reserved for people who are mature?' Instead we are maturing in the piece.

"We have never changed anything, but of course we dance it differently," he continued. "I like the idea that history is inside you, and that every time you dance, you make those archaic forms new."

Performances of "À Bras le Corps" are scheduled tonight through Saturday at 8:30 at the Danspace Project, St. Mark's Church, 131 East 10th Street, East Village; (212) 674-8194 or danspaceproject.org.

MAGAZINE
DANCE
THE WORLD AT YOUR FEET
December 2006

Pam Tanowitz Dance
Danspace Project, NYC
November 2–5, 2006
Reviewed by Emily Macel



Stasia Blyskal in costume for Pam Tanowitz's *Storage*

Photo by Richard Termine, courtesy Pam Tanowitz

Pam Tanowitz knows how to use what she's got—which is a small group of talented dancers capable of meshing modern dance with ballet, and intensity with restraint. She's also got a great sense of space, as she proved by using the gorgeous, hollowed-out sanctuary-turned-theater to its full potential. A waiting canvas consisting of a grand piano, risers along the back wall, and a few doorways used for entry became transformed as these elements evolved, disappeared, or reinvented themselves as the show progressed.

Tanowitz received her MFA from Sarah Lawrence College and worked with Viola Farber, a founding member of the Merce Cunningham Dance Company. Her aesthetic choices fall somewhere between Cunningham's and Twyla Tharp's styles. A dancer does a ballet promenade flexing her foot rather than pointing it; attitudes and arabesques are danced with slow control into quick leaps. For this program of four works—*Pendant*, *The Blue Bamboula*, *Grand Bamboula*, and *Storage*—the music also moved between styles, from Dan Sieglar's trancelike rhythmic sounds to a menacing, striking piano score written and played by composer Charles Wuornien.

In one section four dancers collapsed and crawled across red-velvet-covered risers in the rear of the performance space. As music faded in and out, their shadows created another cast of movers on the walls and pillars. Electric fans that sat in the corner and appeared to be stationary were turned on and became props, providing a musical hum.

Throughout the evening the repetition of evocative phrases and movement motifs in varying speeds and couplings created a sense of déjà vu. In the ebbing and flowing choreography, two dancers would take the spotlight in an intimate, tango-like duet while the company continued to move in the background. Then, in a seamless transition, the stage would fill with moving bodies as the focus turned to ensemble sequences. Tanowitz chose not to make much distinction between the four pieces, instead weaving them together into what was in effect a larger, impressive, evening-length piece. One distinct section, though, was *The Grand Bamboula*, performed by guest artist Elizabeth Walker of New York City Ballet. Clad in pointe shoes, she danced a solo that had the lingering cinematic quality of an Alfred Hitchcock film. See www.pamtanowitzdance.org.

Copyright 2007 Dance Magazine, Inc. All rights reserved.

MAGAZINE
DANCE
THE WORLD AT YOUR FEET

December 2006

Boris Charmatz/Dimitri Chamblas
Danspace Project at St. Mark's Church, NYC
October 26–28, 2006
Reviewed by Susan Yung



Boris Charmatz and Dimitri Chamblas in their duet, *À bras-le-corps*
Photo by Pierre Fabris, courtesy Charmatz/Chamblas

Lifelong friendships are living organisms that change and evolve with the passage of time. Likewise with artistic collaborations, which when renewed, can benefit from a shared history as well as time apart. Boris Charmatz and Dimitri Chamblas investigate both in their fascinating duet, *À bras-le-corps*, performed as part of the European Dream Festival. The twosome has performed the piece periodically since its premiere in 1993.

Created when the choreographers were teenagers, the piece is fascinating not only for its choreography but because of the dancers' relationship, which continues to season with time. Much of

what must have made the work revolutionary at its premiere has turned up in many other artists' works since then, whether inadvertently or on purpose: the boxing ring setup with viewers on four sides; the casual interface of Charmatz and Chamblas with spectators (and some not so casual, as the flinging of a viewer's shoe across the stage); the dissolution of the buffer between stage and audience, with some of the seats held empty for the dancers to rest. It's the work's conception as a lifelong partnership—a reverse nostalgia—that packs a wallop.

Chamblas, swung through the air by Charmatz, bent his legs to avoid kicking a viewer, creating an improvisatory vibe that prevailed until they repeated this phrase later in the work (narrowly avoiding the same viewer's face in exactly the same manner). This may be a precisely choreographed work, but the two dancers continually tested the limits of control. Dollops of martial arts, ballet, and gestural improv cropped up, as did bursts of humor and charm. Sometimes they burst across the stage in bold moves, frightening targeted viewers. The performance looked effortful, and the guys sweated, panted, and collapsed occasionally into assigned empty seats during scene shifts.

Charmatz seemed transported, trancelike, whereas Chamblas was present, aware of his surroundings. When they moved, the two men made enough noise to fill the space with a soundtrack of thumping feet and exhalations, dotted with snippets of Paganini. The lighting scheme (by Renaud Lapperousaz) set a rhythmic pace for the 40-minute work, ranging from filtered moonlight to enveloping blackouts that left us to ponder our communal solitude. See www.danspaceproject.org.

APPENDIX V: HPD New Construction Design Guidelines

HPD has outlined a set of design principles and guidelines to foster quality and encourage creative approaches throughout the entire design development process. The design guidelines apply to all new construction housing projects subject to HPD review and approval.

The purpose of these guidelines is to establish minimum criteria for the design of quality housing. These guidelines are not intended to supersede the requirements of any other rules or regulations of any other agency having jurisdiction, in which case the more restrictive will govern.

Other agency rules and regulations may include but are not limited to New York City Building Code; Housing Maintenance Code; Zoning Resolution; Local Law 58 Handicap Standards, and particular program requirements. Also, projects must meet Federal, State, and City environmental laws, including those pertaining to: historic preservation; air, water, and noise quality; flood plain, wetland and coastal zone management; and solid waste management.

Guidelines using the word, must, are mandatory. However, the word, should, is advisory and minor deviations from the guidelines will be allowed if necessary to accommodate a clearly superior design. Substantial deviations from the advisory guidelines may disqualify proposals.

I. SITE PLANNING

A. Relationship to Neighborhood

1. When applicable, the height of a new building should relate to the prevailing heights of the existing buildings in the immediate neighborhood. The street wall and façade materials of any new building should visually and physically harmonize with the immediate neighborhood.
2. To the degree allowable by zoning, any new building will retain a consistent street wall with adjacent buildings.
3. The design should be pedestrian friendly and provide architectural elements that generate activity, interest and interaction at the street level, such as stoops, porches, setbacks, bay windows, etc.

B. Outdoor Space

1. A variety of outdoor spaces should be programmed and landscaped for specific uses according to the project's intended population, e.g.:
 - Appropriately landscaped front yards, if provided
 - Toddler play area with matting and safe equipment
 - Infrastructure for tenant gardens
 - Seating and game tables in the shade
2. Outdoor spaces must be buffered from vehicular service areas.
3. Wherever possible, windows should be located to insure surveillance of public and private outdoor spaces.
4. A secure barrier, such as the building or a steel picket fence (chain link fence is not acceptable along the street), should protect the perimeter of the Site.

The number of entry points into a building or project Site should be minimized.

5. Street trees must be provided along the street frontage as per the NYC Department of Parks and Recreation and the NYC Department of Transportation standards.

C. Street Facade / Building Elevation

1. The façade materials of all new buildings should be compatible with the surrounding neighborhood. Brick should be used in neighborhoods with a predominantly brick character.
2. Dimensions and spacing of fenestration should echo neighborhood patterns and maximize daylight into the unit.
3. Color, texture, material, and fenestration should be used to:
 - Relate to adjacent buildings
 - Define the base, middle, and top of buildings
 - Reinforce the human scale at the base level

D. Parking

1. Parking should be shielded from the street and from on-site open spaces. Trees should provide a canopy over the parking areas.
2. If a large number of parking spaces are needed, consideration should be given to parking below grade.
3. Front pad parking should be avoided.

II. BUILDING PLANNING

A. Lobby

1. The lobby should be treated as an attractive and gracious space with materials and furnishings that are attractive, durable, and easy to maintain.
2. The lobby should be undisrupted by other elements, i.e.:
 - Garbage removal should not pass through the lobby
 - The compactor chute should not open into the lobby
 - Janitor's closet and fire stair should not be visible
3. If a mailroom is provided, it should be located in an area that is visible and accessible from the lobby.
4. Natural light should be maximized, and if possible, a view of the exterior landscaped space should be exploited.
5. The primary vertical circulation / elevator should be visible and accessible from the lobby.
6. The lobby should be visible from the street to insure security. Main residential entry should be clearly articulated and differentiated from commercial / retail entry.
7. Entry from the project's open space, the parking area, and the sidewalk should lead directly into the same lobby.

B. Interior Circulation

1. Public circulation space should be minimized.

2. The interior circulation system should have a minimal number of changes in corridor direction and minimal recesses or offsets.
3. Natural light should be maximized in circulation spaces.

C. Community Spaces

1. A variety of community spaces should be programmed for specific uses and sized accordingly with appropriate finishes and furnishings, e.g.:
 - Children's indoor play room with safe and durable play equipment and playful finishes
 - Party room or adult lounge with comfortable furniture, T.V., bar/kitchenette, in close proximity to laundry room
 - Exercise room with ventilation and natural light
 - Common laundry room conveniently located and directly accessible from the public circulation and in 1 to 3 family houses, laundry hook-up must be provided for the homeowner
2. All community spaces should receive natural light and have direct physical and visual access to the outdoor recreation space.
3. Appropriate relationships between community spaces should be fostered.

D. Building Services

1. Janitor closets should be provided with slop sinks.
2. Vandal / frost-proof hose bibb must be provided at front and rear of building.
3. Trash chutes, recycling room, and trash compactor must be provided in elevator buildings with 30 or more dwelling units.
4. The compactor room should be located for convenient transport of compacted refuse to the outside, minimizing transportation of garbage through the building's circulation space or across outdoor space.
5. Curb-side storage space for refuse / recycling pick-up should be provided and screened from the sidewalk, street, and building entrance.

III. APARTMENT PLANNING

A. Unit Arrangement

1. There must be no circulation through bedrooms to other bedrooms or to primary bathrooms. Bathrooms should be near the bedrooms. Bathrooms must not open into the Living Room, Dining Room, or Kitchen. Circulation through the Living Room should be avoided.
2. All door placements and wall lengths should accommodate furniture placement.
3. Direct access to private outdoor space should be provided from a living space within the unit, not a bedroom.

B. Minimum Room Sizes

<u>Name of Space</u>	<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>	<u>Least Dimension</u>
LR	NA	160	160	170	180	11'-0"
LR/DA	NA	210	210	230	250	11'-0"
LR/DA/SA	250	NA	NA	NA	NA	11'-0"
LR/DA/K	NA	270	270	300	330	11'-0"
LR/SA	210	NA	NA	NA	NA	11'-0"
K/DA	100	120	120	140	160	8'-0"
DR	NA	100	100	110	120	8'-0"
BR (primary)	NA	130	130	130	130	10'-0"
BR (secondary)	NA	NA	110	110	110	9'-4"

Abbreviations:

- LR -Living Room
- DR -Dining Room
- K -Kitchen/Kitchenette
- BR -Bedroom
- SA -Sleeping Area
- 0-BR -Apartment with no separate bedroom
- NA -Not applicable

Note: The room area shall be computed to the inside finished surfaces of the walls and partitions, and exclude columns, pipe chases, and closets.

Kitchenette / Kitchen

1. Kitchen to Living Room visibility should be maximized by pass-through openings, open counters, and half height partitions.
2. Plumbing and ventilation chase walls should be shared where possible, but not at the expense of the design.
3. Kitchen equipment must consist of a 30" range, refrigerator (14 c.f. min), 24" sink, base cabinets with countertop and wall hung cabinets. In 1 to 3 family homes, provision for dishwasher and hook-ups should be provided for the homeowner.
4. Countertop work surface should be located on both sides of the sink and both sides of the range.
5. The minimum length of countertop work surface (excluding sink and appliances) and cabinet shelving must be as follows:

<u>Apartment Type</u>	<u>Countertop Work Surface</u>	<u>Shelving</u>
0-BR	5 lin. Ft.	30 lin. Ft.
1-BR	6 lin. Ft.	40 lin. Ft.
2-BR	7 lin. Ft.	50 lin. Ft.
3-BR	8 lin. Ft.	55 lin. Ft.
4-BR	8 lin. Ft.	65 lin. Ft.

6. Base cabinets and countertops must be 2'-0" deep. Shelving must be 11^{1/2}" deep.

7. Pantries are desirable, encouraged, and qualify as required shelving.

Dining Area

Every dwelling unit must contain a space for dining, which accommodates a table and chairs for the intended maximum number of occupants.

Bathrooms

1. Every dwelling unit must contain at least one full bathroom containing a bathtub with a showerhead, a sink, and a toilet. Compartmentalizing the bathroom, to enable simultaneous use by more than one person, is encouraged.
2. Three bedroom apartments must have an additional half bathroom containing a sink and a toilet, and possibly a shower.
3. Four bedroom apartments must contain two complete bathrooms.

Storage

1. Every dwelling must contain a coat closet that is convenient to the entrance and is at least 2'-0" deep and 3'-0" wide.
2. Every bedroom must contain a clothes closet that is at least 2'-0" deep and 5'-0" wide.
3. Every dwelling unit must contain storage for linens that is at least 1'-6" deep and 2'-0" wide.
4. Additional general storage space, such as a walk-in-closet, should be provided within each dwelling, especially for units with more than 2 bedrooms.

IV. HANDICAPPED / ELDERLY REQUIREMENTS

In addition to meeting all other applicable laws and regulations, units designed for elderly and/or handicapped persons must meet the following provisions:

Lobby Seating

In all projects designed for exclusive occupancy by elderly or handicapped persons, adequate sitting space with a view of the street or open space should be provided in the lobby or adjacent lobby of each building.

2 Person 0-BR Units

Every 0-BR dwelling unit designed for occupancy by elderly or handicapped persons must accommodate two persons sleeping separately.

Outdoor Space

1. In all projects designed for exclusive occupancy by elderly or handicapped persons, provisions should be made for sitting space for at least 20% of all residents in appropriate outdoor areas.
2. All outdoor space must be programmed and landscaped for specific uses.
3. All outdoor spaces must be buffered from vehicular service areas.

V. SUBMISSION REQUIREMENTS*

All plans must be prepared by a Registered Architect or Professional Engineer. The developer or his agent must submit one easily reproduced copy of each of the following:

Plans

Clearly indicate all community spaces on the appropriate floor plan (laundry room, playroom, adult lounge, etc).

- Site plan showing all walks, sidewalks, building access points, driveways, parking areas, play areas with equipment, benches, other exterior furnishings, trees, plant material, and elevations/grades
- Street level commercial and/or residential lobby/entrance plan
- Typical residential floor plan
- Cellar or basement and roof plan
- Unit plans at 1/8"=1'-0"
- Any other plans needed to explain design concept

Elevations

1. Street front elevations must indicate materials, colors, total building heights, and floor levels.
2. Elevations should show adjacent buildings to demonstrate the new building's compatibility.

Project Statistics and Zoning Analysis

1. Complete zoning analysis is required, including allowable and proposed F.A.R.; open space requirements; lot area per zoning room or dwelling unit; and parking and dwelling unit count. Zoning analysis must cite all relevant sections of the Zoning Resolution.
2. Proposed apartment distribution and building code occupancy group, construction group, and construction class must be shown.
3. Topographic Survey must be provided, as needed.

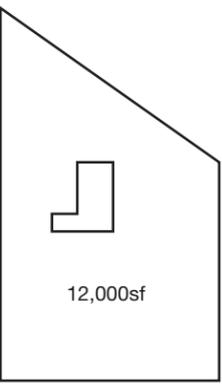
*Please also refer to **Section VI. Submission Requirements**

APPENDIX VI: Cultural Space Fit-out Diagrams

SPACE PLANNING DIAGRAMS ARE INCLUDED FOR DESIGN GUIDELINE REFERENCE ONLY.

These diagrams illustrate a single test-fit exercise for the cultural program in the base and should not be considered a design solution. Please refer any questions or requests for clarification to HPD.

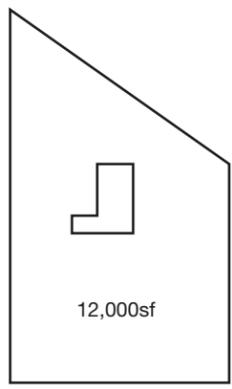
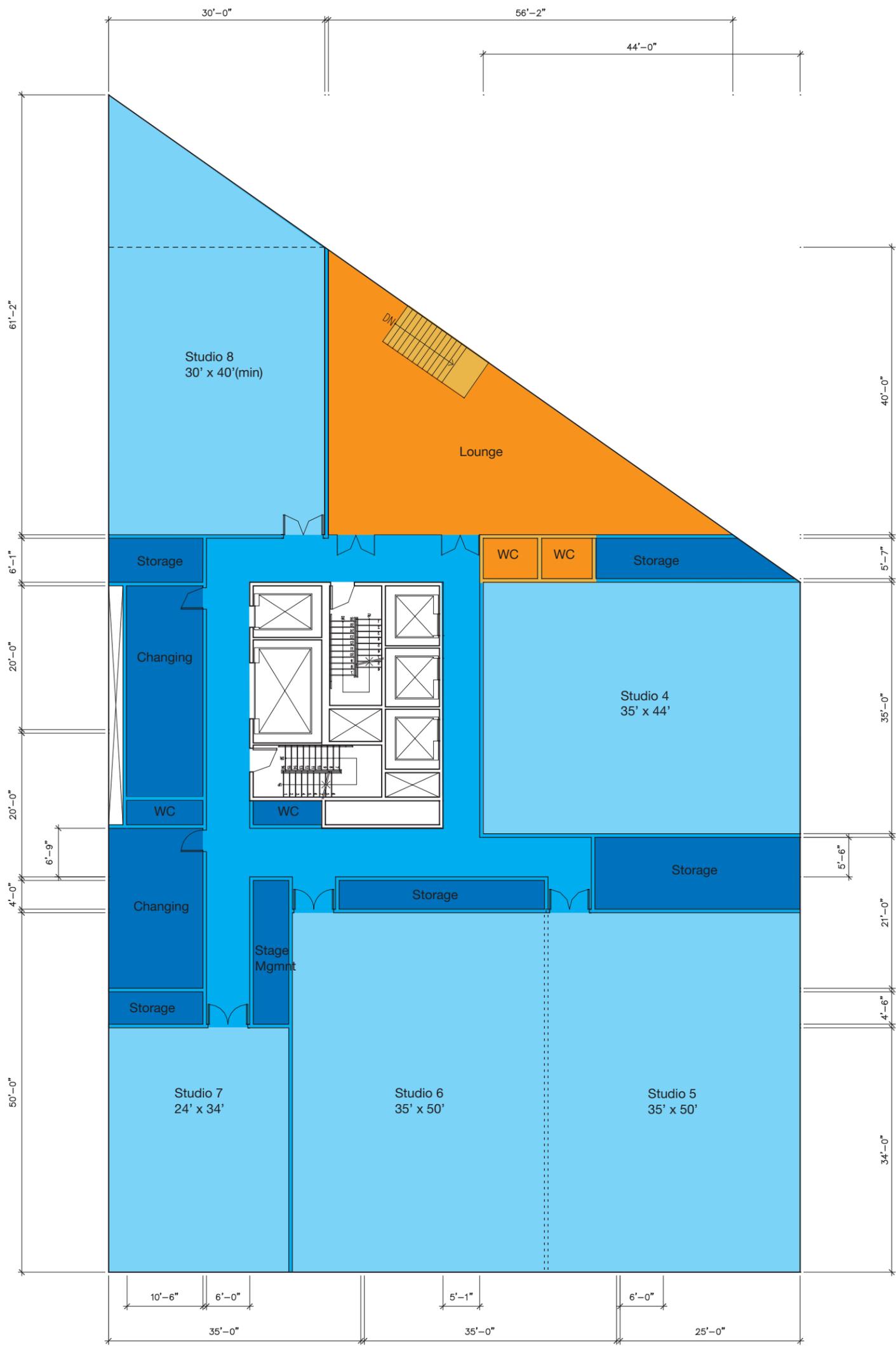
DANSPACE CENTER



SECOND FLOOR PLAN
 1/16"=1'
 02.06.07

+++++ AC
 ++++
 ++++
 ++++
 WORK ARCHITECTURE COMPANY

DANSPACE CENTER



APPENDIX VII: Phase I Environmental Site Assessment Executive Summary

The entire Environmental Site Assessment (ESA) is available to download at no charge at HPD's website (www.nyc.gov/hpd). Applicants may also purchase a hard copy by advance request for a \$100 non-refundable fee in the form of a certified check or money order payable to the New York City Department of Finance.

Brooklyn Academy of Music North
Block 2107, Lots 1, 2, 15, 24, 30, 36, 40 and 41
Brooklyn, Kings County, New York

PHASE I ENVIRONMENTAL SITE ASSESSMENT



Prepared for:
New York City Economic Development Corporation

Prepared by:
TRC Environmental Corporation

TRC
Customer-Focused Solutions

Executive Summary

TRC Environmental Corporation (TRC) has performed a Phase I Environmental Site Assessment (Phase I ESA) of Brooklyn Academy of Music North located in Brooklyn, New York 11217(the "Site"). The legal description for the Site is Block 2107, Lots 1, 2, 15, 24, 30, 36, 40 and 41. The Phase I ESA was conducted by TRC Environmental Corporation (TRC) under contract to the New York City Economic Development Corporation (NYCEDC). TRC's Phase I ESA of the Site followed the scope set forth by the American Society for Testing and Materials International (ASTM) in its *Standard Practice for Environmental Site Assessments: Phase I ESA Site Assessment Process* (E 1527-05). This report has been prepared for the sole use of the New York City Economic Development Corporation (User). Any exceptions to, or deviations from the referenced standards are described in Section 1.3.4 of this report.

The Site is approximately 1.5-acre parcel consisting of a paved parking area, a three-story vacant building, a four- to six-story building occupied by a dance studio and a five-story building occupied by an office. The Site is bounded by Fulton Street to the north, Ashland Place to the east, Lafayette Avenue to the south and Rockwell Place to the west. The Site is located in an urban area, predominately comprised of commercial, residential, and institutional occupants.

This assessment has revealed evidence of Recognized Environmental Conditions (RECs) in connection with the Site, as defined by ASTM E 1527-05. TRC understands that proposed future redevelopment plans for the Site have not been determined and may require renovation or demolition of the existing structures currently located at the Site and excavation of on-site soil. Consequently, TRC recommends the following actions to support the potential redevelopment of the Site:

- There is evidence of three historic on-site fuel oil tanks. Sanborn fire insurance maps, New York City Department of Buildings (NYCDOB) records and a New York State Department of Environmental Conservation (NYSDEC) Petroleum Bulk Storage (PBS) registration indicate the presence of one 10,000-gallon fuel oil underground storage tank (UST) located on Lot 36 from 1938 to 1989. NYCDOB records from 1954 indicate the likely presence or past presence of a fuel oil tank on Lot 15. Sanborn fire insurance maps and NYCDOB records for Lot 1 from 1915 to 1996 indicate the presence of a sidewalk vault containing a horizontal boiler likely associated with a fuel oil UST. There are no records regarding the closure or removal of the tanks discussed above, therefore, the potential presence of these tanks on the Site are considered RECs.

- Historic uses of the property of environmental concern that were listed in the City Directory Abstract and shown on Sanborn fire insurance maps included: an automobile company, plumbing companies, laboratories, stove repair, a printer, auto parking, a dental laboratory, a lubricant company, a moving van company, a brewery, and an elevator corporation. The historic use of the property by these occupants is considered a REC since they likely used hazardous substances or petroleum products in their operations.
- The former gasoline station at 620 Fulton Street located adjacent and east of the Site across Ashland Place was listed in the NYSDEC Spills and PBS databases. According to the NYSDEC Spill Case No. 9313579 dated February 18, 1994, during the removal of 13 gasoline tanks, gasoline was detected in soil and groundwater. The cleanup of the soil and groundwater contamination was conducted under a stipulation agreement with the NYSDEC and in accordance with a NYSDEC approved Work Plan dated June 4, 2004. Contaminated soil was removed to 22 feet bgs and groundwater was treated in-situ with oxygen release compound (ORC). Although residual groundwater contamination exists, the NYSDEC indicated that no further action was required on April 21, 2006. The former gasoline station is located upgradient in terms of assumed groundwater flow direction within close proximity of the Site. Therefore, the potential exists for impacts to Site groundwater and related potential vapor intrusion concerns depending upon the future Site use. The presence of this adjacent condition and potential on-site impacts is considered an REC.

The Phase I ESA has identified the following suspected environmental concerns associated with the Site:

- Due to the age of the buildings, the presence of asbestos-containing materials (ACM) and lead-based paint (LBP) associated with the on-site buildings is likely.
- No access was available to the on-site buildings at the time of the Site reconnaissance; however, it is likely that the on-site buildings contain building materials with regulated components. Typical items representing potential environmental concerns that may be present are listed in the following table.

Material	Potential Regulated Environmental Concern
Hydraulic Car Lifts	Polychlorinated biphenyl (PCB)-containing Hydraulic Oil
Fluorescent Light Bulbs	Mercury

Material	Potential Regulated Environmental Concern
Fluorescent Light Ballasts	PCBs

TRC recommends the following with respect to the identified RECs and environmental concerns:

- A Phase II Site Investigation should be conducted to determine if there are any subsurface impacts due to historic Site usage, releases from the historic on-site USTs, or migration of contaminated groundwater detected on the adjacent property located to the east. The Phase II Site Investigation may consist of additional research regarding the adjacent groundwater contamination, a geophysical survey, the advancement of soil borings, and the installation of groundwater monitoring wells to collect soil and groundwater samples. The investigations should also serve to determine if any of the historic USTs are still present. If so, they should be closed or removed in accordance with applicable laws and regulations. Furthermore, the findings of the soil and groundwater sampling and planned future Site use may also indicate the need for soil gas sampling to assess potential vapor intrusion concerns.
- If future renovation or demolition activities will occur in the on-site buildings that will disturb ACMs, these materials will need to be removed in accordance with applicable local, state, and federal asbestos regulations.
- Building materials with regulated components (e.g., fluorescent light bulbs and ballasts) should be gathered, packaged, and disposed or recycled in accordance with applicable laws and regulations prior to any general construction/renovation/demolition activities that may occur as part of Site redevelopment.
- Prior to renovation or demolition activities, building materials with potential lead-based paint should be sampled and tested to determine if the paint would be classified as LBP, as defined by applicable laws and regulations. If LBP is present, the appropriate controls and measures must be instituted during any construction activities to protect site workers and ensure that LBP materials are appropriately managed off-site.

APPENDIX VIII: HPD Marketing Guidelines

All HPD development projects are leased through a lottery system monitored by HPD's marketing department. Market-rate units will not be subject to the HPD lottery.

Marketing Preferences:

- Applicants who are residents of the community board in which the project is being built will receive preferential consideration for 50% of the apartments.
- Mobility-impaired applicants will receive preferential consideration for 5% of the apartments.
- Visually and hearing impaired applicants will receive preferential consideration for 2% of the apartments.
- Active New York City Police Officers will receive preferential consideration for 5% of the apartments.
- Other Public Employees will receive preferential consideration for 5% of the apartments.

APPENDIX IX: Equal Opportunity (EO) Requirements



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

EXECUTIVE ORDER NO. 50

APRIL 25, 1980

BUREAU OF LABOR SERVICES

By the power vested in me as Mayor of the City of New York,
it is hereby ordered:

Section 1. Purpose. It is the purpose of this Order to ensure compliance with the equal employment opportunity requirements of City, State and Federal law in City contracting.

§ 2. Bureau Continued. The Bureau of Labor Services shall continue to serve such purposes and to have such responsibilities as restated by this Order.

§ 3. Definitions. Whenever used in this Executive Order, the following terms shall have the following meanings:

- (a) Bureau means the Bureau of Labor Services;
- (b) construction project means any construction, reconstruction, rehabilitation, alteration, conversion, extension, improvement, repair or demolition of real property contracted by the City;
- (c) contract means any written agreement, purchase order or instrument whereby the City is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing;

*amended
E.O. 94*

(i) Unless otherwise required by law, the term "contract" shall include any City grant, loan, guarantee or other City assistance for a construction project.

(ii) The term "contract" shall not include:

(A) contracts for financial or other assistance between the City and a government or government agency;

(B) contracts, resolutions, indentures, declarations of trust, or other instruments authorizing or relating to the authorization, issuance, award, and sale of bonds, certificates of indebtedness, notes or other fiscal obligations of the City, or consisting thereof; or

(C) employment by the City of its officers and employees which is subject to the equal employment opportunity requirements of applicable law.

(d) contracting agency means any administration, board, bureau, commission, department or other governmental agency of the City of New York, or any official thereof, authorized on behalf of the City to provide for, enter into, award or administer contracts;

(e) contractor means a person, including a vendor, who is a party or a proposed party to a contract with a contracting agency, first-level subcontractors of supply or service contractors, and all levels of subcontractors of construction contractors;

(f) Director means the Director of the Bureau of Labor Services;

(g) economically disadvantaged person means a person who, or a member of a family which, is considered economically disadvantaged under applicable law.

(h) employment report means a report filed by a contractor containing information as to the employment practices, policies and programs, employment statistics and collective bargaining agreements, if any, of the contractor in such form as the Bureau may direct by regulation;

(i) equal employment opportunity means the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment except as provided by law;

(j) trainee means an economically disadvantaged person who qualifies for and receives training in one of the construction trades pursuant to a program other than apprenticeship programs, approved by the Bureau and, where required by law, the State Department of Labor or the United States Department of Labor, Bureau of Apprenticeship and Training.

§ 4. Responsibilities of Bureau. The responsibilities of the Bureau shall be as follows:

(a) To implement, monitor compliance with, and enforce this Order and programs established pursuant to City, State and Federal law requiring contractors to provide equal employment opportunity;

(b) To implement, monitor compliance with, and enforce on-the-job training requirements on construction projects;

(c) To monitor compliance by contractors with State and Federal prevailing wage requirements where required;

(d) To advise and assist contractors and labor unions with respect to their obligations to provide equal employment opportunity;

(e) To advise and assist persons in the private sector with respect to employment problems;

(f) To establish advisory committees, including representatives of employers, labor unions, community organizations and others concerned with the enforcement of this Order; and

(g) To serve as the City's principal liaison to Federal, State and local contract compliance agencies.

§ 5. Contract Provisions.

(a) Equal Employment Opportunity. A contracting agency shall include in every contract to which it becomes a party such provisions requiring the contractor to ensure equal employment opportunity as the Bureau may direct by regulation.

(b) On-the-Job Training. A contracting agency shall include in every contract concerning a construction project to which it becomes a party such provisions requiring the contractor to provide on-the-job training for economically disadvantaged persons as the Bureau may direct by regulation.

(c) Subcontractors. A contracting agency shall include in every contract to which it becomes a party such provisions requiring the contractor not to discriminate unlawfully in the selection of subcontractors as the Bureau may direct by regulation.

§ 6. Employment Reports.

(a) Submission Requirements. No contracting agency shall enter into a contract with any contractor unless such contractor's employment report is first submitted to the Bureau for its review. Unless otherwise required by law, an employment report shall not be required for the following:

(i) a contract in the amount of \$50,000 or less;

(ii) an emergency contract or other exempt contract except as the Bureau may direct by regulation; and

(iii) a contract with a contractor who has received a certificate of compliance with the equal employment opportunity requirements of applicable law from the Bureau, or an appropriate agency of the State of New York or the United States within the preceding twelve months, except as the Bureau may direct by regulation.

(b) Bureau Review. The Bureau shall review all employment reports to determine whether contractors are in compliance with the equal employment opportunity requirements of City, State and Federal law and the provisions of this Order. The contracting agency shall transmit the employment report to the Bureau within ten business days after the selection of a proposed contractor. A contracting agency may thereafter award a contract unless the Bureau gives prior written notice to the contracting agency and the contractor as follows:

(i) If the Bureau notifies the contracting agency and the contractor within five business days after the receipt by the Bureau of the employment report that the contractor has failed to submit a complete employment report, the Director may require the contracting agency to disapprove the contractor unless such deficiency is corrected in a timely manner;

(ii) If the Bureau notifies the contracting agency and the contractor within fifteen business days of the receipt by the Bureau of the completed employment report that the Bureau has found reason to believe that the contractor is not in substantial compliance with applicable legal requirements and the provisions of this Order, the Bureau shall promptly take such action as may be necessary to remedy the contractor's noncompliance as provided by this Order.

Provided that a contracting agency may award a requirements contract or an open market purchase agreement prior to review by the Bureau of the contractor's employment report, but may not make a purchase order against such contract or agreement until it has first transmitted such contractor's employment report to the Bureau and the Bureau has completed its review in the manner provided by this Section.

(c) Employment Program. The Bureau may require a contractor to adopt and adhere to a program designed to ensure equal employment opportunity.

(d) Periodic Reports. Contractors shall file periodic employment reports after the award of a contract in such form and frequency as the Bureau may direct by regulation to determine whether such contractors are in compliance with applicable legal requirements and the provisions of this Order.

§ 7. Training Programs. The Bureau shall monitor the recruitment, training and placement of economically disadvantaged persons in on-the-job training programs on construction projects. Contracting agencies shall require contractors to make a good faith effort to achieve the ratio of one trainee to four journey-level employees of each craft on each construction project.

(a) The Bureau shall determine the number of trainees and hours of training required by each contractor or subcontractor for each construction project.

(b) In the event that a contractor fails to make a good faith effort to train the required number of individuals for the required amount of hours, the Bureau, after consultation with the contracting agency, shall direct such agency to reduce the contractor's compensation by an amount equal to the amount of wages and fringe benefits which the contractor failed to pay to trainees.

(c) On-the-job training of economically disadvantaged persons shall not be required on construction contracts in the amount of \$125,000 or less.

§ 8. Compliance Investigations and Hearings. The Bureau shall conduct such investigations and hold such hearings as may be necessary to determine whether contractors are in compliance with the equal employment opportunity requirements of City, State and Federal law and the provisions of this Order.

(a) Voluntary Compliance. The Bureau shall seek to obtain the voluntary compliance of contractors and labor unions with applicable legal requirements and the provisions of this Order.

(b) Noncompliance. Upon receiving a complaint or at its own instance, the Bureau shall determine whether there is reason to believe a contractor is not in compliance with applicable legal requirements and the provisions of this Order.

(c) Hearings. The Bureau shall hold a hearing on prior written notice to a contractor and the contracting agency before any adverse determination is made with respect to such contractor's employment practices or imposing any sanction or remedy for non-compliance with applicable legal requirements and the provisions of this Order. The hearing shall be held before a City hearing officer, or such other person designated by the Director, who shall submit a report containing findings of fact and recommendations to the Director. Based on the record as a whole, the Director shall determine whether a contractor has failed to comply with applicable legal requirements or the provisions of this Order and the appropriate sanctions for noncompliance.

(d) Notices. The Bureau shall give prior notice of any hearing and shall provide a copy of any hearing report and determination of the Director under paragraph (c) of this Section to the contracting agency, the Corporation Counsel and the Comptroller. The Bureau shall notify appropriate City, State and Federal agencies of violations of law and may, with the approval of the Corporation Counsel, initiate proceedings in such agencies.

§ 9. Sanctions and Remedies. After making a determination that a contractor is not complying with applicable legal requirements and the provisions of this Order, the Director may direct that such sanctions as may be permitted by law or contractual provisions be imposed, including the disapproval of a proposed contractor, the suspension or termination of a contract and the reduction of a contractor's compensation, except as follows:

(a) Within five business days of the issuance of a determination by the Director under Section 8(c), a contracting agency head may file with the Director written objections to the sanctions to be imposed. Where such objections have been filed, the Director and the contracting agency head shall jointly determine the appropriate sanctions to be imposed.

(b) In lieu of any of the foregoing sanctions, the Director may require a contractor to adopt and adhere to a program to ensure equal employment opportunity.

§ 10. Public Agencies. Any administration, board, bureau, commission, department or other public agency, not subject to this Order, which imposes by rule, regulation or order equal employment opportunity requirements, may, with the consent of the Mayor, delegate such responsibilities to the Bureau as may be consistent with this Order.

§ 11. Confidentiality. To the extent permitted by law and consistent with the proper discharge of the Bureau's responsibilities under this Order, all information provided by a contractor to the Bureau shall be confidential.

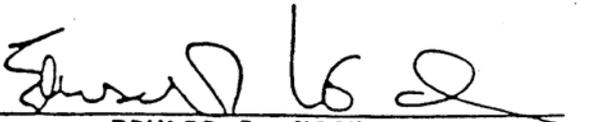
§ 12. Regulations. The Bureau shall promulgate such regulations, subject to the approval of the Mayor, as may be necessary to discharge its responsibilities under this Order, including regulations increasing the dollar amounts referred to in this Order. Any regulations of the Bureau establishing terms and conditions for contractors shall be approved as to form by the Corporation Counsel.

§ 13. Annual Report. The Bureau shall submit an annual report to the Mayor concerning its responsibilities under this Order.

§ 14. Separability. If any provision of this Order or the application thereof is held invalid, the remainder of this Order and the application thereof to other persons or circumstances shall not be affected by such holding and shall remain in full force and effect.

§ 15. Revocation of Prior Orders. Executive Orders No. 71 (1968), No. 20 (1970), No. 23 (1970), No. 27 (1970), No. 31 (1971), No. 74 (1973), No. 7 (1974), and No. 80 (1977) are hereby revoked and the first paragraph of Section 2 of Executive Order No. 4 (1978) is hereby deleted. Nothing in this Order shall be deemed to relieve any person of any obligation not inconsistent with this Order assumed or imposed pursuant to an Order superseded by this Order.

§ 16. Effective Date. This Order shall take effect immediately.


EDWARD I. KOCH
M A Y O R

EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O.50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

(1) will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

(2) the contractor agrees that when it subcontracts it will not engage in any unlawful discrimination in the selection of subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;

(3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;

(4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E. O. 50 and the rules and regulations promulgated thereunder; and

(5) will furnish all information and reports including an Employment Report before the award of the contract which are required by E. O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency held of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the contractor in default; or,
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder."

EXHIBITS

- A Completeness Checklist and Applicant's Letter
- B Proposal Summary
- C Development Team Information and Applicant Questionnaire
- D Development Experience and Current Workload
- E Individual' Property Listing
- F Ability to Finance
- G Project Design Narrative
- H Financing Proposal
- I Environmental Proposal
- J Design / Architectural Documents
- K HPD New Construction Sustainability Guidelines
- L Marketing Plan
- M Development Schedule
- N Additional Evidence of Experience and Qualifications

EXHIBIT A: Completeness Checklist and Applicant's Letter

Form A1 – Completeness Checklist (Tab A)

Before completing the following forms, please see instructions in **Section VI (Submission Requirements)**.

Tab	Form	✓
A	Completeness Checklist and Applicant's Letter (Exhibit A)	
	1. Completeness Checklist	
	2. Applicant's Letter	
B	Proposal Summary (<i>to be provided by Applicant</i>)	
C	Development Team Information and Applicant Questionnaire (Exhibit C)	
	1. Development Team Information	
	2. Principal Questionnaire	
D	Development Experience and Current Workload (Exhibit D)	
E	Individual's Property Listing (<i>to be provided by Applicant</i>)	
F	Ability to Finance (Exhibit F)	
	1. Assets Statement: Personal Information (or alternative statements)	
	2. Assets Statement: Statement of Financial Conditions (including Schedules A1, A2, B, and C) (or alternative statements)	
	3. Lender and Tax Credit Syndicator Letter(s) (<i>to be provided by Applicant</i>)	
G	Project/Design Narrative (description in Exhibit G, <i>to be provided by Applicant</i>)	
H	Financing Proposal (Exhibit H)	
	1. Condo/Co-op Project Income and Affordability	
	2. Rental Project Income and Affordability	
	3. Purchase Price and Affordability Calculations	
	4. Rent and Affordability Calculations	
	5. Construction Period Uses of Funds	
	6. Construction Financing Sources	
	7. Permanent Financing Sources	
	8. Condo/Co-op Pro Forma Income and Expense Schedule	
9. Rental Pro Forma Income and Expense Schedule		
I	Environmental Proposal (<i>to be provided by Applicant, if applicable</i>)	
J	Design/Architectural Documents (<i>to be provided by Applicant, including HPD Sustainable Design Criteria in Form J1</i>)	
K	HPD New Construction Sustainability Guidelines	
L	Marketing Plan (<i>to be provided by Applicant</i>)	
M	Development Schedule (<i>to be provided by Applicant</i>)	
N	Additional Evidence of Experience and Qualifications (<i>to be provided by Applicant</i>)	

Form A2 – Applicant’s Letter (Tab A)

NYC Department of Housing Preservation and Development
Office of Development
Division of Planning and Pipeline Development
100 Gold Street, Room 9G-5
New York, NY 10038
Attention: Beatriz de la Torre

Re: Proposal in Response to RFP for Site on Fulton Street and Ashland Place in BAM Cultural District

Dear Ms. De la Torre:

This letter is being submitted in connection with my proposal (“Proposal”) submitted in response to the Request for Proposals (“RFP”) issued by the Department of Housing Preservation and Development (“HPD”) of the City of New York (“City”) for mixed-use development on Block 2107; Lots 24, p/o 15 and p/o 30 (“Development Site”) in Downtown Brooklyn.

I have received, read, and understand the provisions of the RFP. I understand that selection of an Applicant (“Applicant”) under the RFP for disposition of the Development Site and the development of the Project described in the RFP (“Project”) will mean only that HPD will commence negotiations with such Developer regarding the development of the Development Site.

I recognize that any negotiations with HPD will be subject to the following terms and conditions:

1. The commencement of negotiations will not represent any obligation or agreement on the part of the City, which may only be incurred or entered into by a written agreement which has been (i) approved as to form by the City’s Law Department, (ii) approved by the Mayor after a hearing on due notice; and (iii) duly executed by the Applicant and the City. The Negotiation Letter will only indicate HPD’s intention to commence negotiations, which may ultimately lead to the execution of such an agreement.
2. The Applicant will not have permission to enter upon the Development Site, which permission will only be granted, if at all, in the form of a license agreement duly executed by the Applicant and the City. The execution of any such license agreement, if it occurs, will only indicate that the City has granted permission for the Applicant to enter onto the Development Site for the limited purposes stated in the scope of work set forth therein, and will not indicate that the City reached any other agreement with the Applicant regarding the Development Site or the Project.
3. The following requirements will have to be satisfied prior to the disposition of the Development Site:

The disposition of the Development Site and tax exemptions to be granted, if any, must be reviewed and approved in accordance with all applicable HPD and City policies, which include, but are not limited to, the following:

- a. The Applicant, any other potential grantee of the Development Site, and their respective Principals must successfully undergo a background check concerning their suitability to do business with the City.

- b. The Development Site will not be sold to any person or entity which, or to any entity with a Principal who: (i) has not fulfilled development responsibilities undertaken in connection with the City or other governmental entities, (ii) is in default on any obligations to the City, (iii) is a former owner of the Development Site, or (iv) has lost real property to the City in tax or lien enforcement proceedings.
 - c. The price and other terms for the disposition of the Development Site and the tax exemption(s) to be provided, if any, will be consistent with applicable City policies.
 - d. The grantee must execute legal documents in form and substance acceptable to HPD and in form approved by the City's Law Department.
4. During negotiations, the Applicant must diligently, competently, and expeditiously comply with all requirements communicated to the Applicant by HPD.
 5. The design of the Project must comply with any applicable HPD development requirements and guidelines.
 6. Either HPD or the Applicant may terminate negotiations at any time with or without cause. Negotiations may be terminated if Applicant does not commence construction within eighteen (18) months from the date of the Negotiation Letter.
 7. If negotiations are terminated by either HPD or the Applicant, whether with or without cause, or if negotiations terminate automatically, then neither the City nor the Applicant will have any rights against or liabilities to the other.
 8. The City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Applicant at any time, including, but not limited to, the cost of: (i) any prior actions by the Applicant in order to respond to any selection process, or (ii) any future actions by the Applicant in connection with the negotiations, including, but not limited to, actions to comply with requirements of HPD, the City, or any applicable laws.

Very truly yours,

Signature

Title

Applicant

EXHIBIT B: Proposal Summary

To be provided by Applicant

EXHIBIT C: Development Team Information and Applicant Questionnaire

Form C1 – Development Team Information (Tab C)

If the Applicant is a joint venture, a separate Applicant Questionnaire must be provided for each entity that comprises the joint venture, as identified below. If additional space is needed, please submit separate sheet(s), stating the question(s) being answered on each sheet. All responses must be typed.

1. Applicant Information

Name of Applicant: _____

Address: _____

Name of Contact for Applicant Entity: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

2. Composition of Applicant Entity

Is the Applicant a joint venture? Yes []
 No []

If yes, list below each Principal (individual and/or organization) that comprises the joint venture. Include the names, addresses, telephone and fax numbers, e-mail addresses, and percentages of ownership of the proposed development.

Name/Organization	Address	Telephone/Fax/E-mail	% Ownership

3. Development Team Consultants

List below each consultant (individual and/or organization) that comprises the Development Team. Include the names, addresses, telephone and fax numbers, and e-mail addresses. The Development Team may include other Team Roles that are not listed below; please include all known Team Roles. If unknown, enter "N/A".

Team Role	Name/Organization	Address	Telephone/Fax/E-mail
General Contractor			
Architect			
Landscape Architect			
Engineer			
Managing Agent (Residential and/or Community Center)			
Marketing Agent (Residential and/or Community Center)			
Legal Counsel			
Other			
Other			
Other			

Form C2 – Principal Questionnaire (Tab C)

If a joint venture, a separate Principal Questionnaire must be provided for each individual and/or organization that comprises the Applicant Entity.

1. Principal Information

Name of Principal: _____

2. Individual/Organization Information

Provide the following information about all individuals that make up the Principal completing this questionnaire. State the role that each would play in the development of the Site, using the categories specified below. For corporations, provide the names of the officers and any shareholders owning 10% or more. For partnerships, provide the names of all general partners.

Name/Position/Title	Home Address	Role*	% Owned	Social Security #

*Role categories:

- GP = General/Managing Partner
- GC = General Contractor
- F = Provides Financing, Inactive
- A = Architect
- L = Legal Services
- MR = Marketing Agent, Residential
- MC = Marketing Agent, Community Center
- O = Other (specify)

3. References

For each of the following categories, provide the name, address, and telephone and fax numbers of at least three business references that we may contact regarding your experience. For each reference, identify the property or properties with which the individual is familiar.

- New Construction Experience
- Marketing Experience – Residential
- Leasing Experience – Retail/Commercial, Community/Institutional
- Management Experience – Residential, Community/Institutional
- Financial Capacity

4. Other

Has any individual identified in Section 2 of this questionnaire, or any organization in which the Individual is or was a general partner, corporate officer, or owned more than 10% of the shares of the corporation, been the subject of any of the following:

1. Arson conviction or pending case? Yes []
No []
2. Harassment complaint by the New York State Division of Rent Control or the New York State Division of Housing and Community Renewal? Yes []
No []
3. Had an ownership or management interest in a property that was taken in rem by the City or assigned by a judge of Landlord and Tenant Court to a 7A administrator or receiver? Yes []
No []
4. City mortgage foreclosure or currently more than 90 days in arrears on any City loan? Yes []
No []
5. Default on any contract obligation or agreement of any kind or nature entered into with the City or one of its agencies? Yes []
No []
6. In the past 10 years, failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency? Yes []
No []
7. In the last 7 years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings? Yes []
No []
1. In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of New York, or City taxes or other charges? Yes []
No []
9. Been convicted of fraud, bribery, or grand larceny? Yes []
No []

If the answer to any question is yes, provide the following information about each instance: name(s) of individual(s), name(s) of organization(s) or corporation(s), individual's title(s) or role(s) in the organization (e.g. officer), date of the action(s), and current status and disposition.

Name of Principal: _____

Signature of Individual: _____

Print name and Title of Individual: _____

5. Certification

This certification must be signed by one of the individuals listed above. If the Applicant Entity is a joint venture, an individual representing each Principal of the joint venture must sign it.

I certify that the information set forth in this application and all attachments and supporting documentation is true and correct. I understand that the City of New York will rely on the information in or attached to this document and that this document is submitted to induce the City of New York to select this Proposal for development of the Site.

I understand that this statement is part of a continuing application and that until such time that the subject Project is finally and unconditionally approved by the City of New York, I will report any changes in or additions to the information herein, and will furnish such further documentation or information as may be requested by the City of New York or any agency thereof.

I understand that if I receive preliminary designation to develop this site, I must submit all additional disclosure forms required.

Name of Principal: _____

Signature of Individual: _____

Print Name and Title of Individual: _____

Name of Principal: _____

Signature of Individual: _____

Print Name and Title of Individual: _____

Name of Principal: _____

Signature of Individual: _____

Print Name and Title of Individual: _____

EXHIBIT D: Development Experience and Current Workload

Form D – Development Experience and Current Workload (Tab D)

The most recent projects should be listed first. Additional pages may be attached as necessary.

Name of Principal or individual whose experience is described below: _____

	Project 1	Project 2
Project Name and Address		
Role (a)		
Type (b)		
Category (c)		
# of Buildings in Project		
# of Stories		
Total # of Units		
Retail Space (sq. ft.)		
Office Space (sq. ft.)		
Community Space (sq. ft.)		
Total Development Cost		
Start Date (month/year)		
Completion Date (month/year)		
Status (d)		
Government Program (e)		
Construction Lender (f)		
Permanent Lender (f)		
Marketing Method (g)		
Marketing Period (h)		
Initial Occupancy & 90% Leased (i)		
Management (j)		

- (a) **ROLE:** Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
- (b) **TYPE:** Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
- (c) **CATEGORY:** NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
- (d) **STATUS:** Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
- (e) **GOVERNMENT PROGRAM:** Provide the name of the program, contact name, and telephone number.
- (f) **CONSTRUCTION/PERMANENT LENDER:** Provide the name of the institution.
- (g) **MARKETING METHOD:** Indicate if you marketed the project directly or used a marketing agent. Provide the name of the marketing agent used, if any.
- (h) **MARKETING PERIOD:** Provide the month/year for the start and completion of marketing.
- (i) **INITIAL OCCUPANCY & 90% LEASED:** Provide the month/year for the date of initial occupancy and the date that 90% of the project was under contract or leased.
- (j) **MANAGEMENT:** Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

EXHIBIT E: Individual's Property Listing

To be provided by Applicant

EXHIBIT F: Ability to Finance

Form E1 – Personal Information (Tab E)

The Assets Statement must describe financial status within the last 12 months. The Assets Statement must be signed and dated.

Name of Principal or individual whose assets are described below: _____

Name: _____

Business Name: _____

Business Phone: _____

Marital Status: _____

Residence Address: _____

Business Address: _____

Position (Title) _____ Years of Service: _____

Salary: _____ Bonus/Commission: _____

Other Income: _____ Source: _____

Gross Life Insurance: _____

Beneficiaries: _____

Are you a defendant in any lawsuits or legal actions? If so, please describe:

Do you have any contingent liabilities? If so, please describe:

Assets	Dollars (Omit Cents)	Liabilities	Dollars (Omit Cents)
Cash On Hand and in Banks		Notes Payable to Banks <i>Secured</i>	
Notes Receivable		Notes Payable to Banks <i>Unsecured</i>	
Real Estate <i>See Schedule A</i>		Notes Payable to Others <i>Secured</i>	
Mortgages Owned <i>See Schedule B</i>			
Marketable Securities <i>See Schedule C</i>		Notes Payable to Others <i>Unsecured</i>	
Cash Value of Life Insurance			
Other Assets* (Itemize)		Debt Balances in Margin	
		Accounts with Brokers	
		Loans Against Life Insurance	
		Mortgages on Real Estate <i>See Schedule A</i>	
		Other Liabilities (Itemize)	
Total Assets		Total Liabilities	
		Net Worth	

* Any interest in a closely held business must be documented by providing a current balance sheet for that business and stating the percent of interest held by the Applicant.

Schedule A2: Income From Properties

Property No. (Refer to Schedule A1)	1	2	3	4	5	6
Present Annual Gross Income <i>Not Including Vacancies and Concessions</i>						
Less Total Operating Expenses and Property Taxes						
Net Income						
Less Amortization and Income Payments						
Net Profit						
Net Rental Value of Present Vacancies						
Annual Rental Value of Space on which Lease Expires During Next Six Months						
Net Profit Last Year						
Amount & Classes of Insurance Carried						

List other encumbrances, debts, taxes, mortgage installments or interest past due:

List (circumstances of) any litigation or judgment(s) pending in connection with the above listed properties.

If additional room is needed, attach Supplemental Schedule A.

Schedule B: Mortgages Owned

List separately and check (✓) next to those pledged as collateral.

Mortgages Owned	Dollars (Omit Cents)	Collateral?

If additional room is needed, attach Supplemental Schedule B.

Schedule C: Marketable Securities

List separately and check (✓) next to those pledged as collateral.

Marketable Securities	Dollars (omit cents)	Collateral?

If additional room is needed, attach Supplemental Schedule C.

For the purpose of procuring and maintaining credit from time to time in any form whatsoever with you, the undersigned hereby represents the above to be a true and accurate Statement signed as of the date herein before set forth and agrees (I) that, if said Statement or any part thereof proves false or misleading in any particular, each and all of the obligation and/or liabilities of the undersigned of every kind to you, whether joint or several, primary or secondary, direct or contingent, shall, at your option, become immediately due and payable all without demand or notice of any kind and (II) that you will be notified promptly in writing of any materially unfavorable changes in the financial conditions herein set forth and, in the absence of such notice or the submission to you of a new and full written Statement that may be considered as a continuing Statement and substantially correct. Whenever the undersigned may apply to you for credit, and until a substitute Statement may have been submitted to you, this Statement shall have the same force and effect as if delivered at the time such further credit is requested.

Name of Principal: _____

Signature of Individual: _____ Date: _____

Print Name and Title of Individual: _____

EXHIBIT G: Project/Design Narrative

Applicants must provide a detailed narrative description outlining the proposed concept and methodology of the Project and include, among other things, the Applicant's approach to the Project, critical Project issues and problem solving techniques, primary design objectives of the Project intended to meet the standard of design and construction described throughout this RFP for both the core and shell and the residential units, level of engagement anticipated by the Applicant, and specific high performance and sustainable design opportunities appropriate for this Project. This description should identify:

- A rationale for the design concept chosen for the new development that includes circulation (private and public), new building configuration and lot coverage, heights, orientation and relationship to surroundings, primary building materials, major architectural features, and sustainable design elements
- Type, location, and total Project square footage (gross and saleable or rentable, including basement(s), if applicable), as well as total square footage breakdown for each use, including residential units, cultural space, commercial space, open space, and parking, if applicable
- Type, number, and characteristics of the residential units, including unit distribution, number of bedrooms, approximate square footages, amenities, and pricing structures
- Cable/Internet and any other voice/data communications wiring and any design features incorporated into the residential units to facilitate live/work arrangements
- Detailed description of the relevant aspects of the Cultural Component of the Project, including square footage of the Core and Shell (gross and net), how the Core and Shell meets the design guidelines outlined in *Section III, D. Design Guidelines*, and how it meets the programmatic needs of Danspace
- Detailed description of construction methods, foundation type(s), and building systems for all new buildings
- Description and location of all mandatory infrastructure and other public improvements, including public and private open spaces, landscaping, and parking
- If applicable, a general discussion of the rationale for the proposed phasing of the residential and the cultural space's core and shell development and how this phasing plan is impacted by the requirements for providing infrastructure and other public improvements
- Description of how development complies with all zoning and other legal requirements
- Brief description and experience of Development Team Principals involved in the Project, including the role and experience of the not-for-profit partner
- Description of ownership structure (current and future) and financial agreements
- Employment generation analyses (construction and permanent jobs); affirmative steps to include local-, minority-, and women-owned business enterprises when issuing solicitations from subcontractors; and proposed wages (i.e., living or prevailing) for construction workers

This description should also address the following questions:

- How did you choose this design concept? Why is it appropriate?
- Where are there similar developments? How successful have they been?
- How will this plan effectively position the Development Site as a desirable location to live/work/play/learn/visit?
- How will the new residents of the Site:
 - Get the goods and services they need?
 - Get to and from their places of employment?
 - Interact with each other?
 - Access public open space and amenities?

Applicants should provide any additional pertinent information that is not addressed above.

EXHIBIT H: Financing Proposal

Form H1 – Condo/Co-op Project Income and Affordability (Tab H)

Financing outlined below must reflect the guidelines outlined in **Section VI (Submission Requirements)**.

Ownership Type: [] Condo [] Co-op

Residential

Residential Gross Square Feet: _____

Residential Saleable Square Feet: _____

Unit Size	# of Units	# of Rooms	Avg. sq. ft. per Unit	Affordability (% of AMI)	Avg. Sales Price	A	B	C	Total Monthly Housing Cost (sum of columns A, B, and C)	Total Annual Revenue to Co-op/Condo***
						Owner Monthly Mortgage Payment*	Monthly Utilities (Gas and Electric)	Maintenance to Condo/Co-op**		
Studio										
1 BR										
2 BR										
3 BR										
Other Type										
Other Type										
Super										
Total										

* On a separate page, briefly describe how the monthly mortgage payment, other housing expenses, and rental income were

calculated. Use assumptions from **Section VI.C. (Contents of Proposal and Tabbing)** and include additional assumptions

regarding the end loan interest rates, down payment requirements, mortgage terms, taxes, insurance, and housing expense ratios.

** Maintenance payments to the Condo/Co-op should include debt service on any underlying mortgage, and taxes for co-ops.

*** # of units x Maintenance x 12

Community

	Community	Total
Gross Square Feet		
Rentable Square Feet		
Average Annual Rent per Square Foot		
Gross Annual Rent		
	Less 10% Vacancy	
	Total Annual Rent	

Parking

	Community	Residential	Total
Number of Spaces			
Purchase or Average Annual Rent Price per			

Space			
Gross Annual Rent (if applicable)			
	Less 10% Vacancy (if applicable)		
	Total Annual Rent (if applicable)		

Form H2 – Rental Project Income and Affordability (Tab H)

Financing outlined below must reflect the guidelines outlined in **Section VI (Submission Requirements)**.

Residential

Residential Gross Square Feet:						
Residential Rentable Square Feet:						
Unit Size	# of Units	# of Rooms	Avg. sq. ft. per Unit	Affordability (% of AMI)	Avg. Monthly Net Rent per Unit	Annual Rent
Studio						
1 BR						
2 BR						
3 BR						
Other Type						
Other Type						
Super						
Total						
					Less 5% Vacancy	
					Total Annual Rent	

Community

	Community	Total
Gross Square Feet		
Rentable Square Feet		
Average Annual Rent per sq. ft.		
Gross Annual Rent		
		Less 10% Vacancy
		Total Annual Rent

Parking

	Community	Residential	Total
Number of Spaces			
Avg. Annual Rent per Space			
Gross Annual Rent			
		Less 10% Vacancy	
		Total Annual Rent	

Form H3 – Purchase Price and Affordability Calculations (Tab H)

Financing outlined below must reflect the guidelines outlined in **Section VI (Submission Requirements)**. Purchase price and affordability levels must be calculated using the assumptions included in the tables below. Percent AMI affordability for given purchase prices must be calculated using the formulas in the tables below.

Provide calculations on separate worksheets for each unit model type, including unit count, room counts, and net square footages of living space.

Unit Count: _____ Room Count: _____ Net SF Living Space: _____

		Assumptions	Calculation
A	Unit Price		
B	Down Payment	10%	$A \times .1$
C	Mortgage Finance Basis		$A - B$
D	Annual Fixed Interest Rate	7%	
E	Length of Mortgage Term in Years	30	
F	Monthly Payment Principal and Interest		PMT Calculation
G	Monthly Maintenance Charges	Include monthly taxes for co-ops only, including assumptions for any proposed tax exemptions.	
H	Monthly Taxes (condos only) and Insurance	Include assumptions for any proposed tax exemptions.	
I	Total Monthly Gross Payment (PITI)		$F + G + H$
J	Total Annual Gross Payment		$I \times 12$
K	Percent of Income to Housing Deemed Affordable	33%	$J / .33$
L	Area Median Income for Purposes of Purchase Calculations	\$70,900 (NYC AMI for a family of four)	$K / 70,900$
M	Household Factor	See table below for appropriate household size	
N	% AMI Affordability		L / M

Apartment Size	Household Size	Household Factor
0-BR	1	.7
1-BR	1.5	.75
2-BR	3	.9
3-BR	4.5	1.04
4-BR	6	1.16
5-BR	7.5	1.28

Form H4 – Rent and Affordability Calculations (Tab H)

Financing outlined below must reflect the guidelines outlined in **Section VI (Submission Requirements)**. All rents by apartment size and affordability levels must be calculated using the assumptions and formulas included in the tables below. Reference the table below for household factors and utility allowances.

Provide calculations on separate worksheets for each unit model type, including unit count, room counts, and net square footages of living space.

Unit Count: _____ Room Count: _____ Net SF Living Space: _____

		Assumptions	Calculation
A	Household Factor	See table below for appropriate household size	
B	Area Median Income for Purposes of Rent Calculations	\$70,900 (NYC AMI for a family of four)	A x 70,900
C	% AMI Affordability		B x % AMI
D	Percent of Income to Housing Deemed Affordable	30%	C x .3
E	Total Monthly Gross Rent		D / 12
F	Utility Allowances	See table below for appropriate electricity and gas allowances by household size	
G	Total Monthly Net Rent to Development		E – F

Apartment Size	Household Size	Household Factor	Electricity Allowance	Gas Allowance
0-BR	1	.7	\$44	\$16
1-BR	1.5	.75	\$48	\$18
2-BR	3	.9	\$54	\$20
3-BR	4.5	1.04	\$62	\$20
4-BR	6	1.16	\$69	\$20
5-BR	7.5	1.28	\$69	\$20

Form H5 – Construction Period Uses of Funds (Tab H)

Complete separate forms for total development and each component (residential and community center) that will be separately financed. Attach a detailed explanation of all assumptions, used in calculations, including a breakdown of the community center costs.

	Amount
I. PROPOSED CASH PURCHASE PRICE	\$1
II. HARD COSTS	
Contractor's Price for Residential Component	
Contractor's Price for Community Component	
Hard Cost Contingency @ ____%	
TOTAL HARD COSTS	
III. SOFT COSTS	
A. Financing Costs	
Construction Interest	
Bank Commitment Fee	
Bank Letter of Credit Fee	
Bank Mortgage Insurance Premium	
Bond Issuance	
Negative Arbitrage	
Partnership Publication Fee (if utilizing LIHTC)	
Partnership Management Fee (if utilizing LIHTC)	
Cost Certification (if utilizing LIHTC)	
Other:	
Other:	
B. Pre-Construction Costs	
Appraisal	
Surveys	
Borings	
Title and Recording	
Mortgage Recording Tax	
Mortgage Insurance Premium	
Real Estate Taxes	
Water & Sewer, Utilities	
Permits & Fees (including tax exemption filing fee)	
Insurance	
Bonding/Letter of Credit	
Other:	
C. Professional Fees	
Architect & Engineer	
Landscape Architect/Urban Designer	
Lender Engineering Fee	
Environmental Services (CEQRA)	
Borrower Legal	
Lender Legal	
Syndication Legal (if utilizing LIHTC)	
Accounting	
Other:	
D. Sales/Lease-Up Costs	
Marketing/Sales	
Transfer Taxes (City and State)	
Other:	

Operative Reserve (if utilizing LIHTC)	
TOTAL SOFT COSTS	
IV. DEVELOPER FEE	
V. TOTAL DEVELOPMENT COST	

Form H6 – Construction Financing Sources (Tab H)

	Amount			
Equity		Description of Equity Source		
Cash Equity				
Other Equity Source				
Other Equity Source				
Total Equity				
Loans		Lender	Rate	Term
Bank Construction Loan				
2 nd Construction Loan				
3 rd Construction Loan				
Total Loans				
Total Sources of Funds*				

*This amount should be equal to the Total Development Cost.

Form H7 – Permanent Financing Sources (Tab H)

If the residential development is financed separately from the community development, please estimate the community Total Development Cost, and complete Permanent Sources of Financing for the residential component and Permanent Sources of Community Financing for the community component.

If the residential and community components are financed together, only complete Permanent Sources of Financing.

Permanent Sources of Financing

		Amount		
Sales Proceeds				
Equity		Description of Equity Source		
Cash Equity				
Other Equity Source				
Other Equity Source				
Total Equity				
Loans		Lender	Rate	Term
Bank 1 st Mortgage				
2 nd Mortgage				
Other				
Total Loans				
Total Sources of Funds*				

*This amount should be equal to the Total Development Cost.

Permanent Sources of Community Financing

		Amount		
Estimated Community Total Development Cost				
Equity		Description of Equity Source		
Cash Equity				
Other Equity Source				
Other Equity Source				
Total Equity				
Loans		Lender	Rate	Term
Bank Permanent Loan				
2 nd Permanent Loan				
3 rd Permanent Loan				
Total Loans				
Total Sources of Funds*				

*This amount should be equal to the Estimated Community Total Development Cost.

Form H8 – Condo/Co-op Pro Forma Income and Expense Schedule (Tab H)

Attach a detailed explanation of all assumptions used in calculations.

	Amount	Per DU	Per Room
I. REVENUES			
Gross Residential Income (This amount must correspond to estimates for Total Annual Revenue in Financing Proposal Form H1.)			
Less Vacancy @ _____%			
Net Residential Income			
Gross Community Income (This amount must correspond to estimates for Gross Income in Financing Proposal Form H2.)			
Less Vacancy @ _____%			
Net Community Income			
Laundry Income			
Parking Income			
Other Income:			
EFFECTIVE GROSS INCOME			
II. EXPENSES			
Janitorial/Cleaning Supplies			
Repairs & Replacements			
Painting			
Grounds Maintenance			
Heating			
Cooking Gas & Electric			
Office Supplies & Equipment			
Elevator Maintenance & Repairs			
Superintendent & Maintenance Staff Salaries			
Security @ _____ hours/day			
Management Fee			
Legal & Accounting/Auditing			
Fire/Liability Insurance			
Real Estate Taxes			
Water & Sewer Charges			
Capital Replacement Reserve			
Other (identify)			
TOTAL EXPENSES			
NET OPERATING INCOME			
III. DEBT SERVICE			
First Mortgage @ _____ DCR			
TOTAL DEBT SERVICE @ _____ DCR			
IV. TOTAL EXPENSES + TOTAL DEBT SERVICE			
V. NET CASH FLOW (NOI less TOTAL DEBT SERVICE)			

Form H9 – Rental Pro Forma Income and Expense Schedule (Tab H)

Attach a detailed explanation of all assumptions used in calculations.

	Amount	Per DU	Per Room
I. REVENUES			
Gross Residential Income (This amount must correspond to estimates for Total Annual Revenue in Financing Proposal Form H2.)			
Less Vacancy @ _____%			
Net Residential Income			
Gross Community Income (This amount must correspond to estimates for Gross Income in Financing Proposal Form H2.)			
Less Vacancy @ _____%			
Net Community Income			
Laundry Income			
Parking Income			
Other Income:			
EFFECTIVE GROSS INCOME			
II. EXPENSES			
Janitorial/Cleaning Supplies			
Repairs & Replacements			
Painting			
Grounds Maintenance			
Heating			
Cooking Gas & Electric			
Office Supplies & Equipment			
Elevator Maintenance & Repairs			
Superintendent & Maintenance Staff Salaries			
Security @ _____ hours/day			
Management Fee			
Legal & Accounting/Auditing			
Fire/Liability Insurance			
Real Estate Taxes			
Water & Sewer Charges			
Capital Replacement Reserve			
Other (identify)			
TOTAL EXPENSES			
NET OPERATING INCOME			
III. DEBT SERVICE			
First Mortgage @ _____ DCR			
Second Mortgage			
Third Mortgage			
TOTAL DEBT SERVICE @ _____ DCR			
IV. TOTAL EXPENSES + TOTAL DEBT SERVICE			
V. NET CASH FLOW (NOI less TOTAL DEBT SERVICE)			

EXHIBIT I: Environmental Proposal

To be provided by Applicant, if applicable

EXHIBIT J: Design/Architectural Documents

To be provided by Applicant

EXHIBIT K: HPD New Construction Sustainability Guidelines

All required and optional elements are included in the checklist.

<<<<Proposal Name>>>>

HPD New Construction Sustainability Guidelines

Description	Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
SMART DESIGN & SITE PRACTICES		5		
Prerequisite 1	Dedicate interior or covered exterior recycling area near trash receptacles, collecting at minimum paper, corrugated cardboard, glass, plastic, and metals	Req.	0	
Prerequisite 2	Maximize use of natural light and, if possible, provide a view of exterior landscaped or natural spaces	Req.	0	
Prerequisite 3	Provide covered bicycle storage for a minimum of 15 percent of residential occupants	Req.	0	
Prerequisite 4	Program and landscape outdoors spaces for a variety of specific uses according to project's intended population	Req.	0	
Prerequisite 5	Shield parking lot from the street and on-site open spaces using trees and other landscaping. Depending on site configuration and size, consideration may be given to providing parking below grade	Req.	0	
Prerequisite 6	Submit an environmentally aware site plan utilizing a maximum amount of permeable surfaces and sustainable or recycled materials, and showing all walks, sidewalks, building access points, driveways, parking areas, play areas with equipment, benches, other exterior furnishings, trees, plant material, and elevations/grades	Req.	0	
Prerequisite 7	Submit a zoning analysis including allowable and proposed Floor Area Ratio (F.A.R.) and minimum and proposed open space requirements	Req.	0	
Credit 1	Consider, where feasible, orienting the building and apartment layouts for maximum passive solar heating or cooling	1		
Credit 2	Where feasible, maximize use of natural light in circulation areas	1		
Credit 3	Where feasible and depending on site conditions, maximize on-site storm water catchment capacity and diversion of storm water drainage	1		
Credit 4	Where feasible, use harvested/retained water for irrigation and non-potable uses	1		
Credit 5	Increase the use of permeable surfaces and water containment features to reduce stormwater run-off, including but not limited to pervious paving materials, parking pads, planters, or cisterns	1		
		Subtotal	0	

HPD New Construction Sustainability Guidelines

Description		Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
ENERGY EFFICIENCY		2			
Prerequisite 1	Install a high albedo (highly reflective) roofing material or apply a high albedo roof coating	Req.	0		
Prerequisite 2	Design the exterior wall to prevent mold growth and migration and to reduce heat loss	Req.	0		
Prerequisite 3	Caulk and seal in all wall areas where heat or cold transfer is possible, and in all penetrations in exterior and demising walls	Req.	0		
Prerequisite 4	Insulate all water and heating piping in compliance with the NYS Energy Code	Req.	0		
Prerequisite 5	Use low-E, argon-filled, thermally-broken aluminum windows - fiberglass frames are optional (see below)	Req.	0		
Prerequisite 6	Provide integral window frame opening or AC sleeves to minimize sound and draft infiltration for residential units; window installed AC units are unacceptable	Req.	0		
Prerequisite 7	Install only lighting fixtures that are Energy-Star rated and feature compact fluorescent lamps (CFLs), T5 or T8 fluorescent lamps	Req.	0		
Prerequisite 8	In common areas except the lobby, install bi-level lighting with motion sensors	Req.	0		
Prerequisite 9	Use photocell control for exterior lighting	Req.	0		
Prerequisite 10	Install only Light Emitting Diode (LED) exit signs	Req.	0		
Prerequisite 11	Install only Energy Star-labeled appliances for residential units, where available	Req.	0		
Prerequisite 12	Install an 85 percent high efficiency boiler with indirect fired hot water heater featuring premium grade pumps	Req.	0		
Credit 1	Install combination high albedo/extensive green roof or full extensive green roof	1			
Credit 2	Install low-E, argon-filled, thermally-broken windows with fiberglass frames	1			
		Subtotal	0		

HPD New Construction Sustainability Guidelines

Description	Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
INDOOR AIR QUALITY				
		1		
Prerequisite 1	Install a premium grade continuous background ventilation system for residential units to allow for exhausting and air exchange and to introduce fresh, filtered air into all units while complying with all applicable codes and regulations	Req.	0	
Prerequisite 2	Comply with South Coast Air Quality Management District (SCAQMD) Rule #1168 for low-VOC adhesives, sealants, and primers for all interior applications	Req.	0	
Prerequisite 3	Adhere to Green Seal Standard GS-11 for low-VOC paints (interior non-flat not to exceed 150 g/L and flat 50 g/L; exterior non-flat not to exceed 200 g/L and flat 100 g/L)	Req.	0	
Credit 1	All exposed sides of urea-formaldehyde materials are to be sealed/painted with low-VOC primer complying with SCAQMD Rule #1168 or paint complying with Green Seal Standard GS-11	1		
		Subtotal	0	
WATER CONSERVATION				
		2		
Prerequisite 1	Install low-flow fixtures in bathroom and kitchens – 2.5 gpm or better for showerheads; 2 gpm or better for kitchen and bathroom faucets; 1.6 gpm for toilets	Req.	0	
Credit 1	Use only hardy species that require little irrigation for outdoor plantings; when possible, use species native to the area	1		
Credit 2	Install 1.6/0.8 gpm dual-flush toilets	1		
		Subtotal	0	
ENVIRONMENTALLY PREFERABLE PRODUCTS & RESOURCE CONSERVATION				
		1		
Prerequisite 1	Use environmentally responsible floor coverings in all rooms and spaces, such as ceramic tile, non-VCT vinyl, or natural linoleum flooring in kitchens and baths; Green Label certified carpet, FSC certified hardwood, bamboo, non-VCT vinyl, or other environmentally friendly and durable flooring in living spaces and common areas	Req.	0	
Prerequisite 2	Use concrete mix with 20-50 percent fly ash substitution and recycled aggregate base	Req.	0	
Credit 1	Use 50 percent of wood-based products certified by the Forest Stewardship Council for sub-flooring, exterior sheathing, and structural framing (or use metal); use renewable or recycled materials elsewhere as feasible	1		
		Subtotal	0	

HPD New Construction Sustainability Guidelines

Description	Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
CONSTRUCTION MANAGEMENT & PRINCIPLES		5		
Prerequisite 1	Submit Construction Waste Management Plan demonstrating means used to recycle or salvage 25 percent of construction waste; submit to HPD bills of lading for hauling to off-site locations	Req.	0	
Subtotal		0		
MAINTENANCE & OPERATIONS		5		
Prerequisite 1	Reduce set points for domestic hot water recirculation to 140 degrees	Req.	0	
Prerequisite 2	Submit a Preventive and Routine Maintenance Plan for residential systems to ensure designed efficiency; commit to HVAC inspections annually	Req.	0	
Prerequisite 3	Submit copy of HVAC maintenance contract plan for residential	Req.	0	
Prerequisite 4	Submit annually for 3 years a sample of utility bills for electric (full common area bills, and a sample of 10 percent of apartments), plus gas or fuel oil bills for residential systems	Req.	0	
Prerequisite 5	Provide to operating personnel installation, maintenance, and operating manuals for building systems. Provide at minimum three days (four hours each day) of training for operating personnel focused on start up and maintenance of systems	Req.	0	
Subtotal		0		
TOTAL POINTS				

EXHIBIT L: Marketing Plan

To be provided by Applicant

EXHIBIT M: Development Schedule

To be provided by Applicant

EXHIBIT N: Additional Evidence of Experience and Qualifications

To be provided by Applicant