



March 13, 2023

Re: Request for Proposals

Solicitation No. SCA-23-00073R

Architectural & Engineering Services in connection with Mechanical, Electrical and Plumbing (MEP) Projects at Various Schools throughout New York City

To Whom It May Concern:

The New York City School Construction Authority (SCA) is hereby inviting your firm to respond to the referenced solicitation and submit a proposal in accordance with the requirements set forth in this invitation package. The solicitation is to obtain **Architectural & Engineering Services in connection with Mechanical, Electrical, and Plumbing (MEP) Projects at Various Schools throughout New York City**. The SCA anticipates awarding up to eight (8) requirements-type contracts (services to be ordered by the SCA on an “as required” basis), with an aggregated total Not-to Exceed (“NTE”) award up to Twenty Million (\$20,000,000) in the following manner: Contracts will be awarded based on ranking during the selection process where the firms ranked one (1), two (2), three (3) and four (4), will each receive a contract with an NTE award amount of up to Three Million (\$3,000,000) Dollars. Firms ranked five (5), six (6), seven (7) and eight (8) will each receive a contract with an NTE award amount of up to Two Million (\$2,000,000) Dollars. The duration of each contract will be three (3) years with no renewal options.

The Proposal due date is April 3, 2023, not later than 12:00PM. Proposers must submit their Proposal as a pdf file with other relevant information via e-mail to the attention of the Contract Negotiator. For your convenience, we have included a Table of Contents/Checklist with this solicitation that serves as a guideline and will assist with the assembly and preparation of a complete proposal package. In the event that your firm elects not to submit a proposal in response to this solicitation, please notify the Contact Person identified below.

Based on its initial evaluation of proposals, the SCA may identify a short list of firms that may be invited to give oral presentations.

Proposers are responsible for the timely submittal of their proposals. Proposers shall address their proposals as follows to ensure timely receipt by the SCA’s Contract Administration Department:

Attn: June Thompson

e-mail: jthompson@nycsca.org; rfp@nycsca.org

Re: Solicitation No. SCA-23-00073R

Architectural & Engineering Services in connection with Mechanical, Electrical and Plumbing (MEP) Projects at Various Schools throughout New York City

If selected, at the time of notification, proposers must immediately provide one (1) copy of their **signed** current Federal Tax Return, as well as one (1) for each sub-consultant(s) named in Appendix E-1 (found in Attachment 6) in support of the proposed multipliers. If a firm does not have their Federal Tax Return, the SCA will accept the firm's most recent audited or reviewed Financial Statement(s). **At this point in time the SCA requires financials for the year 2021.**

It is the SCA's policy to encourage firms to pursue MWLBE participation to the fullest extent possible including Joint Venture (JV) Partnerships or as Sub-Consultants to the Prime Firm. A firm may form a JV Partnership with other invited firms under this Solicitation or may submit proposals with firms outside the invited list. Consequently, proposers are asked to consider such participation to the extent possible. Firms should identify the Minority Business Enterprise (MBE) and/or Women's Business Enterprise (WBE) status of all firms submitted in their proposal. In order to assist proposers in locating MWBE firms, the SCA suggests that proposers consider the following steps while developing their responses to this RFP:

- 1) Contact Minority and/or Women Business Associations, Contractors Associations, Purchase Councils or Professional Organizations serving in the area.
- 2) Contact appropriate area community-based organizations that may serve as resources.
- 3) NYC SCA Minority Certification applications are available online at:
<http://www.nycsca.org/MWLBE/Certification-Process>
- 4) NYC SCA Minority Certification lists are available online at:
<https://dobusiness.nycsca.org>. Once on this page, scroll to the bottom and click on the link "Qualified/Certified Firms" under category **Vendor Listings**.
- 5) Contact the SCA's Business Development Division for assistance, at (718) 752-5018.
- 6) Your firm will be included on the list of invitees for this solicitation to be found here:
<http://www.nycsca.org/Doing-Business/Contracting-with-Us#/Personal-Services-Contracts-53>

When the Proposer submits as a joint venture, the Proposer must clearly state in its proposal the full name and Tax Identification Number of the proposing Joint Venture Entity. All the partner firms in the proposing Joint Venture entity must be prequalified by the SCA in order to receive a contract award.

Enclosed is the SCA's Standard Form of Contract (Attachment 1) for the referenced services. This is the form of contract that we anticipate executing. **Proposers must submit all comments to the attached Contract as a separate attachment. The SCA will consider a lack of comments to mean full acceptance of the Contract on the part of each Proposer.** The Form of Contract includes the Business Confidentiality and Non-Disclosure Agreement. At the time of award the Consultant and all its sub-consultants performing services under the contract are required to sign and submit the attached Confidentiality and Non-Disclosure Agreement-Business. This document **must** be signed in duplicate by authorized officers before the commencement of any work. All documents must contain original signatures.

Pre-qualification is required prior to execution of a contract. Firms must be registered with the NYS Division of Corporations as a NY entity in order to be considered for prequalification by the SCA. **Please complete and submit a prequalification application if your firm is not currently**

prequalified with the SCA. The SCA now offers a web-based qualification and certification application process. The following link will allow you access to the Vendor Access System: <https://dobusiness.nycsca.org>. This site can be used for first-time prequalification as well as requalification and certification of MBE and WBE status. Proposers can also contact the SCA VAS hotline at 718-472-8777 for additional information. Please note that although Sub-consultant(s) are not required to be pre-qualified, the Consultant must have each of their sub-consultant(s) who are not currently pre-qualified with the SCA, complete the "Work History for Sub-consultant(s)" form. The completed form(s) must be included with the proposal that is submitted in response to this RFP, and will be subject to the SCA's vetting process by the SCA's Consultant/Contractor Qualification Unit.

The attachments enclosed are as follows:

- Attachment 1: SCA Form of Contract
 - Appendix A: Scope of Services
 - [To be Inserted Upon Award from Attachment 2]**
 - Appendix B: Compensation/Cost Schedule
 - [To be Inserted Upon Award from Attachment 5]**
 - Appendix C: Procedure for Dispute Resolution
 - Appendix D: Business Confidentiality and Non-Disclosure Agreement
 - Appendix E-1: List of Sub-Consultant(s)
 - [To be Inserted Upon Award from Attachment 6]**
 - Appendix E-2: M/WBE Notice of Intent to Participate
 - Appendix E-3: M/WBE Sub-Consultant Utilization Plan
 - Appendix E-4: Monthly M/WBE Participation Report
 - Appendix F: Work History for Sub-Consultants
 - [To be Inserted Upon Award from Attachment 7]**
 - Appendix G: Electronic Signatories
- Attachment 2: Scope of Services
- Attachment 3: Form of Submission and Evaluation Criteria
- Attachment 4: General Information Form
- Attachment 5: Cost Proposal
- Attachment 6: List of Sub-Consultant(s)
- Attachment 7: Work History for Sub-Consultant(s)
- Attachment 8: Doing Business Data Form
 - [Please complete and return provided Attachment 8: Doing Business Data Form. We will not accept older versions of this form. This new form is required to be completed in its entirety.]

The SCA shall not be held liable for any pre-contract activity or costs incurred by the Proposer in preparation of their proposals, or during negotiations on proposed contracts or for any work performed or materials provided in connection therewith.

All questions/comments regarding this RFP Solicitation should be directed in writing to June Thompson at 718-752-5229 or via e-mail at jthompson@nycsca.org; rfp@nycsca.org. The cut-off date for questions regarding this RFP solicitation is March 23, 2023.

Sincerely,
Marsheen Larche
Stacey L. Tyson

Chief Contracting Officer
Contract Administration

ATTACHMENT 1:

SCA FORM OF CONTRACT

ATTACHMENT 1

NEW YORK CITY
SCHOOL CONSTRUCTION AUTHORITY
AND
CONSULTANT

CONTRACT NUMBER: _____

TAX ID. NUMBER: _____

AGREEMENT
FOR
SERVICES OF CONSULTANT

Project:

**ARCHITECTURE & ENGINEERING (A&E) SERVICES IN CONNECTION
WITH MECHANICAL, ELECTRICAL AND PLUMBING PROJECTS AT
VARIOUS SCHOOLS AND FACILITIES CITYWIDE**

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**AGREEMENT
FOR SERVICES OF CONSULTANT**

Agreement by and between New York City School Construction Authority, a New York public benefit corporation having its office at 30-30 Thomson Avenue, Long Island City, New York 11101 (hereinafter referred to as the "SCA") and _____ an entity, having its principal office and place of business at _____ (hereinafter referred to as the "Consultant") (together with any and all amendments, modifications or supplements hereto, the "Agreement").

WHEREAS, the SCA desires to retain the Consultant to provide **Architectural & Engineering Services in connection with Mechanical, Electrical, and Plumbing Projects at Various Schools and Facilities at Various Schools throughout New York City** (each, a "Project");

WHEREAS, the SCA desires the Consultant and the Consultant is willing to undertake the performance of the Services, as defined herein.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

I. SCOPE OF SERVICES

The services shall consist of all the services required by Appendix A: Scope of Services which is attached hereto and made a part hereof (the "Services").

1.1 It is the intent of this Agreement to secure the services of the Consultant and its personnel. The Consultant covenants that it shall devote its time, services and skill to the performance of this Agreement, and that its services will be available at all times when required for such purposes. In addition, the Consultant covenants that its services shall be the direct product of the prior professional experience and ingenuity of the Consultant and its personnel.

1.2 All personnel employed in the Project by the Consultant shall cooperate with SCA personnel assigned to the Project. The Consultant's personnel shall be actively involved in the Project and, when necessary, shall be accessible to the SCA for meeting with respect to the Project. If an employee of the Consultant fails to cooperate with SCA personnel, the SCA may require the Consultant to relieve the employee of its Project duties.

1.3 The Consultant shall engage, at its sole expense, all sub-consultants as may be required for the proper performance of the Services. The Consultant shall be responsible for ensuring that all professional licenses for the approved sub-consultants are current. After the date of this Agreement, the Consultant shall not change any member of the project team without prior written approval of the SCA. The Consultant must furnish the SCA with a list, by Contract Number, containing the name, title and actual hourly rate for each person employed on SCA projects. The Consultant must then notify the SCA in writing of any subsequent changes to personnel or rates on that list. The Consultant shall be responsible for the performance of the work of sub-consultants so

engaged by it, including maintenance of schedules, coordination of their work and resolution of all differences between them. All Agreements between the Consultant and its sub-consultants to perform SCA work under a specific contract must indicate that the Consultant may terminate for cause the agreement with the sub-consultant if the SCA deems the sub-consultant's performance to be unsatisfactory. The Consultant shall pay to any such sub-consultants employed to accomplish any part of the Project, fees commensurate with the professional services rendered by them. The Consultant shall pay its sub-consultants the full amount due them from their proportionate share of the requisition, as paid by the SCA. It is understood that all sub-consultants are employees or sub-contractors of the Consultant and not employees of the SCA, the New York City Department of Education (the "DOE") or the City of New York and that the Consultant alone is responsible for their work.

1.4 The Consultant shall ensure that a single partner or principal of the firm is assigned to the Project. Said individual shall be actively involved in the progress of the Services rendered and when necessary shall be accessible to the SCA for meetings or executive decision making. Key personnel assigned to the Project shall have cellular phones and be available to SCA personnel as needed.

1.5 The Consultant together with its sub-consultant(s), if any, shall attend all meetings required by SCA and, if requested by the SCA, shall be responsible for the taking, preparation and distribution of minutes of all such meetings.

1.6 Should the SCA unknowingly request that work be included in the project which may be contrary to federal, state or city laws, rules, regulations or codes, it remains the ultimate responsibility of the Consultant to interpret such requests in a correct, legal manner. The SCA's acceptance of any documents shall not relieve the Consultant of total responsibility for all Services performed by either the Consultant or its sub-consultants. The Consultant shall comply with this requirement in accordance with customary and good industry practices and the Consultant's compliance shall be with such laws, rules, regulations or codes that are in effect at the time the Services are to be performed.

1.7 The Consultant shall be obligated to perform corrective services for the SCA as necessary, and as directed by the SCA, when necessitated by the Consultant's or its sub-consultant's negligence, omission and/or error in rendering the Services. The corrective work shall be performed without additional compensation and at no additional cost to the SCA.

1.8 The Consultant agrees that it shall assist and cooperate with the SCA in any legal actions or proceedings that may arise out of or is related to the Project provided the Consultant shall be reimbursed for any services provided in the preparation of reports, exhibits, models or other expert witness service; provided, however, that the Consultant shall not be entitled to reimbursement in the event that such legal actions or proceedings arise out of or in connection with the negligence of the Consultant or its sub-consultants or the failure of the Consultant or its sub-consultants to act in a reasonably prudent manner.

1.9 The Consultant agrees that it shall provide all Services until all of its contractual obligations have been met. The SCA shall determine the amount, quality, acceptability and fitness of work being performed hereunder and shall determine all matters relative to the fulfillment of this

Agreement on the part of the Consultant. Acceptance by the SCA of any document hereunder shall not relieve the Consultant of sole responsibility for completion of the Project.

II. SUB-CONSULTANT SERVICES

2.1 The Consultant may employ sub-consultants who shall be listed on Appendix E-1: List of Sub-consultant(s)/Sub-contractor(s). For each such sub-consultant/sub-contractor that is not already pre-qualified with the SCA, the Consultant shall complete Appendix F: Work History for Sub-Consultant(s). After the award of this Agreement, the Consultant shall not employ on this Project any sub-consultant unless first approved in writing by the SCA. The Consultant shall not reassign work among sub-consultants without prior approval of the SCA. The SCA reserves the right to deny payment for any services performed by a sub-consultant not approved in writing by the SCA. In addition, if additional or substitute sub-consultants are proposed to be added during the course of the Services, Appendix E-1 shall be updated (upon approval by the SCA), and, if the same are not pre-qualified with the SCA, the Consultant shall complete Appendix F: Work History for Sub-Consultant(s).

2.2 Every agreement between the Consultant and its sub-consultants shall contain language to the effect that all services rendered and materials furnished pursuant to said agreement shall strictly conform to the requirements of this Agreement.

2.3 On request, the Consultant shall furnish the SCA with copies of all agreements between the Consultant and its sub-consultants.

2.4 The SCA may retain other consultants or sub-consultants to furnish services throughout the term of this Agreement, and the Consultant shall cooperate with such other consultant or sub-consultants and shall ensure that its sub-consultants will cooperate with such other consultants and sub-consultants.

III. M/WBE PARTICIPATION

3.1 The Consultant agrees to make a good-faith effort to utilize M/WBEs on all Projects and in that regard, agrees to assign Services to certified M/WBE sub-consultant firm(s) in accordance with the percentage specified on Appendix E-1 attached hereto. The Consultant has provided to the SCA, on the form attached hereto as Appendix E-2, a M/WBE Notice of Intent to Participate from each M/WBE Sub-Consultant listed on Appendix E-1.

3.2 Prior to the commencement of any Services to be performed by any M/WBE Sub-Consultant, the Consultant shall provide, on the form attached hereto as Appendix E-3, a M/WBE Sub-Consultant Utilization Plan. Thereafter the Consultant shall provide, on or before the tenth (10th) business day of each month, the Monthly M/WBE Participation Report in the form attached hereto as Appendix E-4 (the "M/WBE Participation Report"). The M/WBE Participation Report must include signed copies of all Requisitions for Payment. The Monthly M/WBE Participation Report with attachments and should be forwarded to the Business Development Division.

IV. ADDITIONAL SERVICES

4.1 The SCA reserves the right to direct the Consultant to provide additional services (the “Additional Services”) and the Consultant shall provide said Additional Services when so directed. Payment for said Additional Services shall be in accordance with Appendix B: Compensation/Cost Schedule.

4.2 If the Consultant believes that any services it has been directed to perform are beyond the scope of this Agreement and constitute Additional Services, it shall promptly so notify the SCA in writing within ten (10) days of such direction. The SCA shall determine whether or not the requested services are in fact beyond the scope of this Agreement and should be considered an Additional Service. The Consultant shall not make any changes in the services required by this Agreement without prior authorization in writing from the SCA.

4.3 The SCA shall have the right to reduce the scope of the Services of the Consultant hereunder, at any time and for any reason, upon written notice to the Consultant, specifying the nature and extent of such reduction.

V. SCHEDULE OF SERVICES

5.1 The Consultant shall perform Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

5.2 The Consultant shall perform the Services in accordance with the individual project schedule established by the SCA in consultation with the Consultant. The Consultant shall, at the direction of the SCA, perform these services on an expedited basis.

5.3 The Consultant may be assigned services for three (3) years from the date of execution of this Agreement. Notwithstanding this, the parties hereto agree that the Agreement shall remain in full force and effect as long as the Consultant is rendering Services or Additional Services under this Agreement.

VI. COMPENSATION

6.1 In consideration of the Services provided hereunder, the SCA shall pay the Consultant in accordance with the terms and provisions set forth in Appendix B: Compensation and Cost Schedule.

VII. PAYMENT

7.1 Consultant shall submit requisitions for payments (each, a “Requisition”) due to the Consultant in accordance with Appendix B: Compensation and Cost Schedule, as follows:

7.1.1 Consultant shall submit to the SCA Requisitions, in a form approved by the SCA, which may include web-based Requisitions at the SCA’s request. The Consultant shall submit to the SCA a draft payment request within ninety (90) days for the services being rendered. The Requisition shall include all documentation required to support the reimbursement of the expenses incurred, and the payment for the Services rendered, by the Consultant. The SCA reserves

the right to deny payment to the Consultant for failure to submit such requests within the time specified. Denial of payment or the right to deny payment will not apply when final invoicing is not completed if the delay is the result of on-going negotiations, completion of claims, disputes, or mediation or other such actions that are beyond the control of the Consultant. The SCA also reserves the right to refrain from assigning additional work or services to the Consultant in the event that a Requisition is not submitted in a timely manner.

7.1.2 Unless there is a dispute with regard to the amount or nature of the Requisition, within thirty (30) days after Consultant furnishes an approved Requisition in accordance herewith, the SCA shall pay Consultant the monthly amount payable.

7.1.3 Prior to the making of any payments hereunder, the SCA may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The SCA will not withhold payment pursuant to this Section 7.1.3 for more than thirty (30) days after payment would otherwise be due but the SCA shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Consultant to cooperate with such audit. The SCA shall, in addition, have the right to audit such books and records subsequent to payments, in accordance with the provisions set forth in this Agreement.

7.1.4 Upon satisfactory completion by the Consultant and acceptance by the SCA of all Services required pursuant to this Agreement, or all Services performed prior to the termination of this Agreement if so terminated, final payment ("Final Payment") shall be made to the Consultant. The SCA reserves the right to withhold payment from the Consultant if the Consultant's performance has been rated as marginal or unsatisfactory.

7.1.5 Acceptance by the Consultant of Final Payment hereunder shall operate as, and shall be, a release to the SCA, the DOE and the City of New York from all claims and liability to the Consultant and its successors, legal representatives and assigns for anything done or furnished under or arising out of the provisions of this Agreement. No payment, final or otherwise, shall release the Consultant from any obligation under this Agreement.

VIII. INDEMNITY

8.1 To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the SCA, the DOE, and the City of New York, their officers, directors, agents, employees and partners (hereafter collectively "Indemnitees") from any and all claims, suits, judgments, damages, settlements, liabilities, fees, including attorneys' fees, costs, court costs, expenses, and disbursements related to death, personal injury and/or property damage (including loss of use thereof) brought or assumed against any of the Indemnitees by any person, entity or firm, to the extent arising out of or in connection with or as a result of, or consequence of, the negligent performance of the Services, or the Additional Services, if any, caused in whole or in part by Consultant, or any person or entity employed, either directly or indirectly, by Consultant, including any of Consultant's sub-consultants of any tier, and the employees of any of the foregoing. The parties expressly agree that this indemnification provision contemplates 1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute or operation of law; and 2) partial indemnity in the event of any actual

negligence on the part of the Indemnitees or third party over whom Consultant exercises no control. Where partial indemnity is provided under this agreement, claims, suits, judgments, damages, settlements, liabilities, fees, including attorneys' fees, costs, court costs, expenses, and disbursements etc. shall be indemnified on a pro rata basis. Fees, including attorneys' fees, costs, court costs, expenses, and disbursements shall include both those incurred in defending the underlying claim and those incurred in connection with the enforcement of this indemnification provision.

IX. INSURANCE

9.1 Immediately upon the date of execution of this Agreement, Consultant shall obtain and maintain the following insurance throughout the performance of this Agreement until all Services have been completed and accepted by the SCA:

9.1.1 Commercial General Liability Insurance to protect the Consultant and any servant, agent, engineer, or sub-consultant of Consultant, from claims for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operations be by Consultant or by any of the said aforementioned entities or anyone directly or indirectly employed by them. Consultant shall provide Commercial General Liability Insurance on an occurrence basis with limits of \$3,000,000 each occurrence, \$3,000,000 general aggregate and \$3,000,000 products – completed operations aggregate. Such limits may be satisfied by a combination of primary General Liability and/or Excess/Umbrella Liability policies.

9.1.2 Workers' Compensation and Employers' Liability Insurance which includes statutory Workers' Compensation in the state(s) where the Services are performed (including occupational disease) and Employers' Liability coverage with limits in accordance with the law, but in no event less than \$1,000,000 Bodily Injury by Accident - Each Accident; \$1,000,000 Bodily Injury by Disease - Policy Limit; and \$1,000,000 Bodily Injury by Disease - Each Employee.

9.1.3 Professional Liability/Errors and Omissions Insurance to protect the Consultant during the term of this Agreement in an amount not less than \$1,000,000 limit of liability, said policy to be maintained in effect for an additional three (3) years following the completion of the Services under this Agreement. Consultant shall also require its sub-consultants to maintain the same limits of Professional Liability/Errors and Omissions Insurance coverage.

9.1.4 Valuable Papers and/or Electronic Data Insurance, the benefits whereof shall be made to extend expressly to the SCA, against loss by fire, water damage, theft, windstorm, hail explosion, riot attending a strike, civil commotion, aircraft, vehicles, smoke damage, and/or such other extended coverage that the SCA might indicate, upon all drawings, plans, specifications, documents and materials produced or used under this Agreement. The minimum amount of such insurance shall not be less than: (1) \$100,000, if the Not-to Exceed Amount specified in herein is \$1,000,000 or less, (2) \$500,000, if the Not-to Exceed Amount is more than \$1,000,000 and less than \$5,000,000, and (3) \$1,000,000, if the Not-to Exceed Amount is \$5,000,000 or more. These amounts are minimum requirements. It is the Consultant's responsibility to determine actual exposure and increase the limits, if necessary. Such policy shall include all drawings, plans, specifications, documents and materials, whether maintained in one or several offices. Valuable Papers and/or Electronic Data Insurance shall be maintained until delivery and acceptance of all documents required by this Agreement.

9.2 The Consultant shall:

9.2.1 By specific endorsement to the Commercial General Liability Insurance and umbrella/excess liability policies, if any, name the following as Additional Insureds thereunder:

- i. New York City School Construction Authority,
- ii. New York City Department of Education, and
- iii. The City of New York.

If the Consultant is required to perform Services at a privately owned or leased school, the Consultant shall also be required to name the school as an additional insured.

9.2.2 By specific endorsement to the Valuable Papers and/or Electronic Data Insurance, name the New York City School Construction Authority as a Loss Payee.

9.2.3 By specific endorsement to its Commercial General Liability policy, cause the coverage afforded to the Additional Insureds hereunder to be primary to and non-contributory with any other valid and collectible insurance purchased and maintained by the Additional Insureds.

9.2.4 By specific endorsement to its Commercial General Liability umbrella/excess liability policy, cause the coverage afforded to the Additional Insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the Additional Insureds and non-contributory with or excess to any other valid and collectible insurance purchased and maintained by the Additional Insureds, whether provided on a primary or excess basis.

9.2.5 By specific endorsement to its Commercial General Liability primary policy cause the coverage afforded thereunder to include blanket written contractual liability.

9.2.6 By specific endorsement to its Commercial General Liability primary and umbrella/excess liability policies provide that defense costs are not to be considered as damages so as to erode the policy limits set forth in this Article.

9.3 All policies required by this Agreement shall be provided by carriers licensed and authorized to do business in the State of New York and approved by the Commissioner of Financial Services of the State of New York, carrying a minimum A.M. Best ratings of A-, VIII.

9.4 For all policies that afford the Consultant notice prior to cancellation, termination, renewal, modification or change, the Consultant is required hereunder to immediately provide the same notice to the SCA by registered mail, return receipt requested. No such policies shall be cancelled, terminated, modified or changed by Consultant without the prior written consent of the SCA. In the event of a renewal, Consultant shall, within five (5) business days of such renewal, provide to the SCA an updated Certificate of Insurance. In the event that any coverage of any policy of insurance required hereunder is deleted, diminished or lessened, Consultant shall immediately procure equal or better coverage in replacement therefore.

9.5 Before its commencement of Services, Consultant shall furnish the SCA with certificates from its insurance carriers showing Consultant has obtained all insurance required by this Article. Except as otherwise provided above, the Consultant agrees that the aforesaid insurance will be maintained until all Services have been completed and accepted by the SCA. If, at any time during the term of this Agreement, the Consultant does not provide insurance as aforesaid, the SCA shall have the right, at its option, to procure the same, and to deduct from any sums due, or to become due to the Consultant hereunder, the cost of such coverage procured by the SCA.

9.6 All notices, certificates, etc. by the insurance carriers and/or Consultant relating to the insurance required by this Article shall be addressed to: Operations Department (c/o Chief Operating Officer), New York City School Construction Authority, 30-30 Thomson Avenue, Long Island City, New York 11101.

9.7 Any failure by Consultant to procure all or any portion of the insurance specified in this Article shall be considered a material breach of this Agreement. In addition to all other remedies, causes of action, etc., available to the SCA under this Agreement and the law, the SCA may, at its option, withhold payments due to Consultant under this Agreement until such breach is remedied.

X. CONSULTANTS REPRESENTATIONS AND WARRANTIES

The Consultant represents and warrants:

10.1 That it has or will obtain, prior to the commencement of the Services, and shall maintain throughout the term of this Agreement, all certifications, licenses and permits necessary to perform the Services and Additional Services, if any;

10.2 That all of its employees, agents and sub-consultants whom it shall direct to perform any portion of the Services shall possess all necessary, current certifications, licenses or permits;

10.3 That (1) all individuals supplied by or through it shall have the requisite professional skills and judgment necessary to perform the Services in a professional manner; (2) it will treat such individuals as its employees for any purpose, including, without limitation, to the payment of federal, state and local employment and social security taxes; (3) it will deduct from each such individual's salary all applicable taxes, charges for benefits and any and all other deductions which are required by law; (4) such individuals shall not be entitled to and will not participate in any of the SCA's employee's benefits; and (5) any such individual will not be treated as an employee of the SCA for any purpose, including, without limitation, federal or state tax purposes;

10.4 That its performance of its obligations hereunder will not violate any patent, copyright, trade secret or other intellectual property right of any person or entity;

10.5 That it has the requisite authority and capability to enter into this Agreement, and that it shall maintain in full force and effect any and all agreements upon which depends or devolves its right(s), license(s) or other interest, proprietary or otherwise, to perform its obligations hereunder;

10.6 That the execution of this Agreement and the performance of its obligations

hereunder shall not result in any violation or default of or conflict with the provisions of any other agreement to which it is a party or to which it is bound, or of any law, judgment, decree, order or regulation of any governmental authority;

10.7 That it shall not use the SCA's personnel or resources in a manner inconsistent with this Agreement or SCA policy;

10.8 That in recognition of the critical nature of timely completion of the Services, it has and shall maintain expertise in performing its obligations hereunder, and it has and shall maintain sufficient resources, facilities, capacity and number of personnel to insure that all of its obligations will be performed by qualified personnel in a workmanlike manner, and in accordance with the highest standards of the Consultant's industry;

10.9 That it is not in violation of the Robinson-Patman Act or any similar state law in relation to this Agreement;

10.10 That prices in the bid or proposal, as the case may be, have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, proposer or with any competitor;

10.11 That, unless otherwise required by law, the prices which have been quoted in the bid or the proposal, as the case may be, have not been knowingly disclosed by the bidder or the proposer, directly or indirectly, to any other bidder, proposer, competitor or any other unrelated third party;

10.12 That no attempt has been made to induce any other person, partnership, corporation or other entity to submit or not to submit a bid or proposal for the purpose of restricting competition;

10.13 That fair and ethical business practices will be strictly adhered to during the term of this Agreement;

10.14 That during the term of this Agreement, neither it nor any of its directors, partners, principals, officers or employees shall:

10.14.1 File with a government office or employee, a written instrument which intentionally contains a false statement or false information;

10.14.2 Intentionally falsify business records;

10.14.3 Give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his or her acts, duties or decisions as a labor official;

10.14.4 Give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant; or

10.14.5 Knowingly participate in the criminal activities of any organized crime group, syndicate or “family”, nor shall any person employed by or associated with any such organized crime “family”, syndicate or group participate through criminal means in any of the business affairs of Consultant; and

10.15 That, subsequent to execution of this Agreement, it shall not assume any obligation, or restriction, nor render any services which would in any way interfere with or become inconsistent with its obligations hereunder.

XI. TERMINATION

11.1 Termination for Cause:

11.1.1 If (a) a material breach hereunder shall have occurred due to the fault of the Consultant and the Consultant shall fail to cure such default within ten (10) days after receipt of written notice from the SCA specifying the nature of such default (or, in the case of any default which cannot be cured with all due diligence within said ten (10) day period, within such longer period as may be necessary to cure such default with all due diligence), or (b) the Consultant should commence, at any time prior to the completion of the Project, a voluntary case under Title 11 of the United States Code (as now or hereinafter in effect), or apply for or consent to the appointment of, or the taking of possession by, a receiver, liquidator, custodian, or trustee of the Consultant or of its property, or make a general assignment for the benefit of its creditors, or file a petition seeking to take advantage of any state or federal insolvency law, provided such action or event shall in the SCA’s judgment effectively impair the ability of the Consultant to perform its obligations hereunder, or (c) a proceeding or case shall be commenced against the Consultant seeking its liquidation, reorganization or dissolution, or composition or readjustment of its debts, or the appointment of a trustee, receiver, liquidator, custodian or the like of the Consultant or of all or any substantial part of its assets, or similar relief in respect of the Consultant under any law relating to bankruptcy, insolvency or reorganization, or an order for relief shall be entered against the Consultant in an involuntary case under Title 11 of the United States Code and such proceeding, case or order shall not be vacated or set aside or stayed within sixty (60) days from the commencement or entry thereof, provided such action or event shall in the SCA’s judgment effectively impair the ability of the Consultant to perform its obligations hereunder, then, upon the occurrence of any of said events, the SCA may, in addition to all other rights the SCA may have as provided by law, terminate this Agreement. The Consultant shall be entitled to be reimbursed for all reimbursable costs up to and including the date of such termination.

11.1.2 Upon such termination, the Consultant shall be entitled to payments of such amount as shall fairly compensate it for the Services satisfactorily performed to the termination date, provided, however, that: (a) no allowance shall be included for termination expenses; and (b) the SCA shall be entitled to deduct from such amount and from any amount due and payable to the Consultant to the termination date, but withheld or not paid, the total amount of additional expenses incurred by the SCA in order to satisfactorily complete the work required to be performed by the Consultant under this Agreement including the expense of engaging another architect or engineer for this purpose. If such additional expense shall exceed the amounts otherwise due and payable to the Consultant hereunder, the Consultant shall pay the SCA the full amount of such excess expense

incurred by the SCA. No amount shall be paid to the Consultant under this Article until the Services and Additional Services, if any, to be performed under this Agreement has been satisfactorily completed.

11.1.3 A Consultant “Terminated for Cause” may be prohibited from SCA work for five (5) years from the date of determination of the “Termination for Cause”.

11.2 Termination for Necessity or Convenience: The SCA may at any time, and for any reason, terminate this Agreement by written notice to the Consultant specifying the termination date, which shall not be less than ten (10) days from the date such notice is given. In the event of such termination, the Consultant shall be paid such amount as shall compensate it for the portion of the Services satisfactorily performed prior to the termination date and other such reasonable costs and expenses that the Consultant shall incur as a result of such termination. Termination under this Section shall not give rise to any claim against the SCA for damages or for compensation in addition to that provided hereunder.

11.3 If the SCA determines that it has wrongfully terminated this Agreement for cause, the rights and obligations of the parties hereto will be the same as if the SCA had terminated this Agreement for necessity or convenience.

XII. ASSIGNMENTS

12.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that this Agreement, Consultant's right, title and interest herein and the Consultant's power to execute this Agreement may not be assigned, transferred, conveyed or otherwise disposed of by the Consultant to any other person or entity without the prior written consent of the SCA. Any such attempted transfer made without such prior written consent shall not vest any rights in the transferee and shall be null and void.

XIII. MODIFICATIONS

13.1 This Agreement, including all attachments hereto, constitutes the entire agreement and understanding of the parties and supersedes any and all prior written or oral agreements or understandings in respect to the subject matter hereof. Each party represents to the other that, except as set forth in this Agreement, neither the other party nor any representative of the other party has made any representation or promise not embodied in this Agreement upon which such party has relied. This Agreement shall not be released, discharged, changed or modified, unless in writing signed by duly authorized representatives of both parties hereto.

XIV. AUDITS & RECORDS

14.1 All records of the Consultant relating to the Project shall be open to inspection, photocopying and audit by the SCA and its representatives at all reasonable times.

14.2 The Consultant shall preserve all records described in this Agreement and all other documents and records in respect of the Project for a period of six (6) years after the date of Final Payment under this Agreement. Upon the direction of the SCA, the Consultant shall deliver to the SCA all such records and documents or warehouse receipts necessary to enable the SCA to have

access to or remove such documents or records.

14.3 All records compiled by the Consultant in performing the Services, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, are or shall become and shall remain the property of the SCA. The Consultant may retain copies of such records for its own use during the term of this Agreement.

14.4 The provisions of this Article shall be binding on any and all sub-consultants the Consultant may employ to provide the services required to be performed hereunder. It shall be the responsibility of the Consultant to advise the sub-consultants of this responsibility and to insure compliance. The provisions shall also be incorporated in any agreements executed between the Consultant and any sub-consultants.

XV. OWNERSHIP OF DOCUMENTS

15.1 All plans drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the Services (the "Documents") shall become the property of the SCA at the conclusion of the Project, or termination of the Services, whichever is earlier, and shall be delivered to the SCA clearly marked and identified and in good order. The SCA may use the Documents as it determines, but the Consultant and its sub-consultants shall incur no liability for the SCA's use of the Documents other than in connection with the Project, and the SCA shall indemnify the Consultant for any claim arising out of the use of the Documents to the extent that such claim is a direct result of a deviation from or modification to the Documents.

15.2 The Consultant has no legal responsibility to the SCA arising out of the SCA's use of the contract documents other than in connection with the Project unless the Consultant is employed as the consultant in such other project and relies on the Documents.

XVI. CONFIDENTIALITY

16.1 The Consultant acknowledges that certain of the SCA's valuable, confidential and proprietary information may come into the Consultant's possession. Accordingly, the Consultant agrees to hold all such information it obtains from or about the SCA in strictest confidence, not to use such information other than in the performance of the Project, and to cause any of its employees or sub-consultants to whom such information is transmitted to be bound to the same obligation of confidentiality to which the Consultant is bound. The Consultant shall not communicate the SCA's information in any form to any third party without the SCA's written consent, unless withholding such information would violate the law or create the risk of significant harm to the public. In the event of any violation of this provision, the SCA shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies the SCA may be entitled. The Consultant shall not be liable for disclosure or use of such information if it was in the public domain at the time it was disclosed.

16.2 The Consultant shall not issue or permit to be issued any press release, advertisement, or literature of any kind which refers to the SCA or the services performed in connection with this Agreement. The Consultant shall obtain a similar agreement from firms, sub-

consultants and others employed by it. The SCA reserves the right to withhold or release all information, as well as to time its release, form and content. This requirement shall survive the expiration of this Agreement.

16.3 The Consultant shall execute and be bound by the terms and provisions of Appendix D: Business Confidentiality and Non-Disclosure Agreement. The Consultant shall obtain an agreement with provisions similar to those in this Article and Appendix D of this Agreement from firms, sub-consultants and others employed or engaged by it in connection with the Services.

16.4 The provisions of this Article and Appendix D of this Agreement shall survive the expiration of this Agreement.

XVII. COPYRIGHT AND PROPRIETARY ITEMS

17.1 The Consultant agrees that any documents, models, renderings, and other materials to be furnished to the SCA or anyone in connection with this Agreement by or on behalf of the Consultant, or by any sub-consultants, contractors, or others retained by the Consultant, and all modifications made by the Consultant to any documents supplied by the SCA to the Consultant, and all written information, reports, studies, flow charts, diagrams, and other tangible material which have been created by the Consultant in order to provide services pursuant to this Agreement (collectively the "Work Product") shall be the sole and exclusive property of the SCA. The Consultant shall not be entitled to make any use of any of the Work Product whatsoever except as may be expressly permitted in or required by this Agreement. The Consultant shall deliver such Work Product (including those of persons engaged for special and consulting services) to the SCA at the expiration or earlier termination of this Agreement or otherwise upon request of the SCA.

17.2 The Consultant, in consideration of the SCA's execution of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby irrevocably grants, assigns, and transfers to the SCA all of the Consultant's right, title and interest of any kind in and to the Work Product and the copyright thereof, and in all renewals and extensions of the copyright that may be secured now or hereafter in force and effect.

17.3 The SCA shall have the right to use (or permit use of) all such Work Product, including all oral information whatsoever received by the SCA in connection with the service, and all ideas or methods represented by such Work Product, for any purposes and at any time without providing the Consultant additional compensation.

17.4 If the SCA is enjoined from using any Work Product (or any affected service), the SCA may, in the SCA's judgment, require the Consultant to produce, at the Consultant's expense, substitutes for the Work Product (and any affected service), without violating such injunction or any other patent, copyright, trade secret or protection from use or disclosure. If the Consultant fails to do so, the Consultant shall refund the cost of the affected Work Product or service to the SCA and/or take such steps as may be necessary, in the SCA's judgment, to ensure the SCA's compliance with such injunction.

XVIII. APPROVALS

18.1 The Consultant shall obtain all approvals and permits required in connection with the Services from all city, state or federal bodies and agencies. All fees for required approvals shall be paid by the SCA.

18.2 The Consultant shall prepare necessary documents relevant to applications for renewals of city, state or federal approvals.

18.3 If the Consultant's negligent performance of the Services shall be the cause of an adverse decision, order or determination of a city agency or shall require a variance, review or modification of a rule or regulation of a city agency, the Consultant shall, at no additional cost to the SCA and for no additional compensation, supply the SCA with the services necessary to support the SCA's position.

XIX. AFFIRMATIVE ACTION

19.1 The Consultant shall comply with, and assist the SCA in implementing, all affirmative action policies or regulations which may be issued or amended by the SCA from time to time, and all requirements under applicable regulations related thereto, relating to equal employment opportunities for all individuals and equal business opportunities for all businesses.

XX. SECURING THIS AGREEMENT

20.1 The Consultant represents that no person or selling agency or other organization has been employed or retained to solicit or secure the making of this Agreement for a commission, percentage, brokerage or contingent fee. For breach or violation of this representation, the SCA shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.2 The Consultant represents that, except as provided in this Agreement, the Consultant has neither acquired any interest, direct or indirect, in the Project, or in any property now or hereafter included or planned to be included in the Project nor has it retained nor shall it retain any interest, direct or indirect, in property acquired subsequent to this Agreement or which is planned to be included in such Project, nor has it any interest, direct or indirect, in any Agreement or proposed Agreement for construction, for materials or for services to be furnished or used in connection with the Project.

XXI. DISPUTES

21.1 Any disputes which arise during the performance of the Services, may be resolved in accordance with the SCA's Dispute Resolution Procedure (as amended from time to time) attached hereto in Appendix C.

XXII. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

22.1 This Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the state of formation or domicile of the Consultant and shall be governed by and construed in accordance with the laws of the State of New York.

22.2 The parties agree that any and all claims asserted by either party arising under this

Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City or in the courts of the State of New York located in either the County of Queens or the County within New York City where the Project is located.

XXIII. MISCELLANEOUS

23.1 The Consultant shall comply, at its own expense, with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, sub-consultants and others employed to render the services hereunder.

23.2 Unless otherwise stated, any notice, request or other information or documents required to be given or delivered hereunder by the Consultant to the SCA, or any of its representatives shall be signed and delivered or mailed, postage prepaid, to the appropriate project manager.

23.3 All notices required or permitted under this Agreement shall be in writing and shall be given, made or served by mailing the same by Registered or Certified Mail, Return Receipt Requested, or delivered by hand delivery, as follows:

(a) To Consultant:

[]
[]
[]

(b) To the SCA:

General Counsel
New York City School Construction Authority
30-30 Thomson Avenue
Long Island City, NY 11101

or at such other address(es) as such parties shall, from time to time designate by notice given to the other as hereinabove provided.

23.4 Captions and titles of the different articles and sections in this Agreement are solely for the purpose of aiding and assisting in the location of different materials in this Agreement and are not to be considered under any circumstances as parts, provisions or interpretations of this Agreement.

23.5 If any provision of this Agreement is invalid or unenforceable as against any person or party, the remainder of this Agreement and the applicability of such provision to other persons or parties shall not be affected thereby. Each provision of this Agreement shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

23.6 No liability arising out of this Agreement shall accrue against any individual, employee, representative or member of the Board of Trustees of the SCA, the DOE, the City of New York, or the State of New York.

23.7 No delay in enforcing any right, remedy, privilege or recourse accorded to either

party or to which either party may be or become entitled to have or exercise under this Agreement shall diminish, suspend or exhaust any such right, remedy, privilege or recourse.

23.8 The sole beneficiaries of this Agreement are the parties hereto and the permitted assignees hereof. This Agreement is not intended to confer any benefit or rights upon persons other than the parties hereto and the permitted assignees.

23.9 Nothing contained in this Agreement shall be construed to mean that Consultant and SCA are joint venturers or partners.

23.10 It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

23.11 Any and all appendices referred to in this Agreement are hereby incorporated herein by reference and are made a part hereof as if they were included in the text hereof.

23.12 The SCA grants to the Consultant and, if the Site is not owned by the SCA warrants that permission has been granted for, a right of entry from time to time by the Consultant, its employees, agents and Sub-consultants, upon the Site for the purpose of providing the Services.

23.13 All terms of the Agreement, whether so expressed or not, shall be binding upon the respective permitted successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and by their respective permitted successors and assigns.

23.14 This Agreement may be executed in counterpart, each of which will be deemed an original of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

Date: _____

By: Nina Kubota
Its: President & CEO

[CONSULTANT'S NAME]

By [Print Name Here]:
Its [Print Title Here]:

ACKNOWLEDGEMENT OF CONSULTANT

STATE OF _____)
CITY OF _____) ss:
COUNTY OF _____)

On the _____ day of _____, 2023, before me personally came _____, to me known or proved to me with satisfactory evidence, who, being by me duly sworn, did depose and say that s/he is the _____, of _____, the entity described in and which executed the above instrument; and that s/he signed her/his name thereto by order of the governing body of said entity.

NOTARY PUBLIC OR COMMISSIONER OF DEEDS

APPENDIX A
SCOPE OF SERVICES

[To come from Attachment 2 and Inserted Upon Award]

APPENDIX B
COMPENSATION/FEE SCHEDULE

I. Compensation

- A. The total Not-to-Exceed (“NTE”) amount of this agreement is **(\$TBD) Dollars.**
- B. No payment for Services will be made unless Consultant has complied with all the provisions of this Appendix.
- C. Consultant shall promptly notify the SCA in writing, if Consultant, at any time, determines that the costs of its service hereunder have the potential to exceed the project-specific budget or the NTE award amount.
- D. The Consultant shall pay all costs, of any nature whatsoever, including without limitation, the costs for the re-performance/replacement of Services necessitated by the performance of Services by unqualified persons.

II. Payment for Basic Services

- . Payment for any Basic Services (as defined in the Scope of Services) rendered, for a Project, shall be in accordance with the below Fee Schedule.

III. Payment for Additional Services

- A. When authorized in writing by the SCA to provide Additional Services (Services other than Basic Services), the Consultant shall be compensated based on the submitted Rate Card for each individual’s hourly rate (not to exceed the maximum allowable rate for each respective title listed in the Cost Schedule) multiplied by the actual hours that each individual works on the project multiplied by the appropriate multiplier as set forth herein.
- B. The Consultant shall submit a fee proposal quantifying costs for the requested services to be rendered. The proposal shall include a general description of the required service, a detailed description of the work effort required including deliverables, specific services and any other pertinent information needed to establish the fee. This proposal shall include hours and rates for Consultant, Sub-consultant and third party vendor services (as applicable).
- C. The Consultant will be required to submit Rate Card information in compliance with SCA RFP Submission Guidelines.
- D. A Principal shall be defined as any persons who holds a position to control and direct the Consultant’s overall operations and financial decisions, including hiring and firing.
 - 1. Principal rate shall not exceed Two hundred dollars (\$200) per hour.
 - 2. A multiplier of 1.00 shall apply to all principal hourly rates.
- E. The SCA has the right to require Consultant to submit proof of current salary for all staff. The SCA has the right to approve or disapprove any personnel and/or their hourly rate. Consultant shall provide the SCA with a list prepared by a third party containing names, titles and direct labor hourly rates for each individual who will be

assigned to the project prior to commencement (the “Rate Card”). The Rate Card shall also be resubmitted for review on an annual basis, or any time a change occurs. The SCA reserves the right to deny any personnel based on the rate or provided Rate Card.

- F. Unless otherwise agreed, no reimbursement will be made by the SCA for any staff above the maximum hourly rate set forth in the Cost Schedule. The maximum hourly rates are to remain in effect for the entire term of the Agreement. Any personnel’s change in title or hourly rate must have prior written approval by the SCA. In such case, said reimbursement will only apply prospectively.

IV. Premium Time

- A. The Consultant shall not be reimbursed for individual staffing hours in excess of forty (40) hours per week regardless of whether more than forty (40) hours are actually worked without prior written approval by the SCA.
- B. The Consultant shall be entitled to charge, for eligible Premium Time, an overtime rate which shall be calculated by adding two rates together, the first of which is the rate that is derived by calculating the hourly rate times the multiplier, the second of which is the overtime differential (which shall be fifty percent of the hourly rate and does NOT include the multiplier). Consultant’s overtime differential is to be compensated directly to the individual performing the Services. The Premium time compensation shall be paid only for qualifying overtime hours. All overtime hours worked shall be approved by the SCA in advance. Unauthorized overtime will not be reimbursed. Qualifying overtime hours are either:
 1. The hours an employee has worked on any SCA Project in excess of eight (8) straight-time hours in any single day. OR
 2. The hours an employee has worked on any SCA Project in excess of forty (40) straight-time hours in any single work week.

V. Requisitions for Payment

- A. Unless otherwise agreed, no reimbursement will be made by the SCA for any staff above the maximum allowable hourly rate set forth in the Cost Schedule. The maximum allowable hourly rates are to remain in effect for the entire term of the Agreement. Any personnel’s change in title or hourly rate must have prior written approval by the SCA. In such case, said reimbursement will only apply prospectively.
- B. Consultant shall provide the SCA with a list prepared by a third party containing names, titles and direct labor hourly rates for each individual who will be assigned to the project prior to commencement of each project (the “Rate Card”). The Rate Card shall also be resubmitted for review on an annual basis, or any time a change occurs. The SCA reserves the right to deny any personnel based on the rate or provided Rate Card.
- C. The SCA has the right to require Consultant to submit proof of previous and current salary for all proposed staff. The SCA has the right to approve or disapprove any personnel and/or their hourly rate.

- D. The fee for each Project will be indicated in an Authorization to Proceed (“ATP”), which will be issued electronically through the Requirements Contracts Management System (RCMS). The Consultant will be given access to RCMS, receive basic training and shall be required to provide electronic concurrence on ATPs, enter Requests for Payment (“RFPs”) and Rate Card information in compliance with SCA RFP Submission Guidelines. If the exact area of the survey increases, the fee amount will be adjusted as per the NTE amount established and by an amendment to the initial ATP.
- E. A Billing Summary Form itemizing costs billed for each task/project, charged against the applicable ATP must be included in the RFP.
- F. Timesheets and Rate Cards must comply with SCA’s minimum standard and format as outlined in the RFP Submission Guidelines. Timesheets must clearly separate and identify Basic Services and Additional Services hours for each Project. If multiple Additional Services have been authorized, each timesheet must also segregate and clearly identify the hours related to each additional task. Handwritten or manually (i.e. Microsoft Excel or other similar software applications) created timesheets are not acceptable. Timesheets must be signed and dated by the employee and approved and dated by the supervisor. The information included on the timesheets submitted must be the same as ones entered into the Consultant’s official payroll/Project tracking systems. Amendments to timesheets must be done in accordance with company policy, meet the SCA’s minimum audit standard and all backup documentation must be submitted with the original timesheet. Timesheets submitted in Support of Off-Site Employee must be signed by the SCA’s designated representative. Timesheets in support of the site services provided by the Consultant and/or Sub-contractor must be signed by the SCA’s designated representatives from the SCA.

VI. Reimbursable Services

- A. The Consultant shall submit and obtain the SCA’s designated representative’s written approval prior to making any expenditure.
- B. Reimbursable expenses shall be itemized and explained with appropriate invoices, receipts, travel logs and supporting documentation for services rendered.
- C. The following reimbursable expenses are to be paid based on actual cost with no additional fees and in accordance with the SCA’s Policies and Procedures.
 1. Conducting exploratory probes, borings and/or various testing. (The Consultant will be entitled to a mark-up of 5% of the Reimbursable Expense for administration and coordination.)
 2. Laboratory services for controlled inspections. (The Consultant will be entitled to a mark-up of 5% of the Reimbursable Expense for administration and coordination.)
 3. Reproduction and delivery costs of documents, materials and items beyond that

required by this Agreement. However, additional reproduction and delivery costs due to the inadequacy, incompleteness or incorrectness of required documents, materials and items shall not be reimbursable

- a. If additional reproductions are performed utilizing equipment, supplies and employees of the Consultant the Consultant shall submit a cost proposal to the SCA for its review and acceptance prior to any such reproduction services.
4. For Services which the Consultant requires a Sub-Consultant to perform, the actual cost of the Sub-Consultant shall be reimbursed at the actual rate NTE the rates set forth in the Cost Schedule with no additional mark up;
5. When long distance travel is required in excess of seventy-five (75) miles of the Authority (30-30 Thomson Avenue, Long Island City, NY 11101) or the Consultant's Home office, whichever is closer to the destination the Consultant shall be reimbursed for travel, lodging and meals, while in a travel status at the following rates:
 - a. Lodging: \$80/day
 - b. Meals: \$35/day
 - c. Travel:
 - i. Auto \$.655/mile, tolls and parking (receipts required)
 - ii. Taxi Actual cost (receipts required)
 - iii. Airplane Actual cost (Coach Class Only - receipts required)
 - iv. Train/Bus Actual cost (receipts required)

D. The Consultant will NOT be compensated or reimbursed for any of the following:

1. Transportation, of any sort, for all personnel, including parking and tolls (except as provided above).
2. Meals (except as provided above) and other breaks.
3. Any Mark Ups.
4. Electronic Communication Devices.
5. Reproductions for use by and between the Consultant and/or Sub-contractor for the development and/or coordination of the Project Documents.
6. Any additional costs due to the inadequacy, incompleteness, negligence or incorrectness of required documents, materials and items.
7. Equipment, supplies, etc. (including for office use)
8. Any costs considered to be overhead (e.g. normal mailing, faxing, and telephone charges, in-house copying or typists).

VII. Basic Services Fee Schedule

Estimated Construction Cost \$	Fee %	Fee Amount	Estimated Construction Cost \$	Fee %	Fee Amount
\$150,000	19.22%	\$28,824	\$3,750,000	7.73%	\$289,875
\$160,000	18.68%	\$29,888	\$4,000,000	7.64%	\$305,600
\$170,000	18.09%	\$30,753	\$4,250,000	7.55%	\$320,875
\$180,000	17.50%	\$31,500	\$4,500,000	7.46%	\$335,700
\$190,000	16.92%	\$32,148	\$4,750,000	7.37%	\$350,075
\$200,000	16.34%	\$32,680	\$5,000,000	7.28%	\$364,000
\$250,000	15.02%	\$37,550	\$5,250,000	7.19%	\$377,475
\$300,000	14.46%	\$43,380	\$5,500,000	7.10%	\$390,500
\$350,000	13.92%	\$48,720	\$5,750,000	7.00%	\$402,500
\$400,000	13.66%	\$54,640	\$6,000,000	6.88%	\$412,800
\$450,000	13.27%	\$59,715	\$6,250,000	6.77%	\$423,125
\$500,000	12.89%	\$64,450	\$6,500,000	6.66%	\$432,900
\$550,000	12.51%	\$68,805	\$6,750,000	6.54%	\$441,450
\$600,000	12.13%	\$72,780	\$7,000,000	6.43%	\$450,100
\$650,000	11.76%	\$76,440	\$7,250,000	6.32%	\$458,200
\$700,000	11.40%	\$79,800	\$7,500,000	6.21%	\$465,750
\$750,000	11.10%	\$83,250	\$7,750,000	6.10%	\$472,750
\$800,000	10.81%	\$86,480	\$8,000,000	6.00%	\$480,000
\$850,000	10.53%	\$89,505	\$8,250,000	5.95%	\$490,875
\$900,000	10.25%	\$92,250	\$8,500,000	5.90%	\$501,500
\$950,000	9.79%	\$93,005	\$8,750,000	5.85%	\$511,875
\$1,000,000	9.45%	\$94,500	\$9,000,000	5.81%	\$522,900
\$1,100,000	9.30%	\$102,300	\$9,250,000	5.76%	\$532,800
\$1,200,000	9.15%	\$109,800	\$9,500,000	5.72%	\$543,400
\$1,300,000	9.00%	\$117,000	\$9,750,000	5.68%	\$553,800
\$1,400,000	8.94%	\$125,160	\$10,000,000	5.55%	\$555,000
\$1,500,000	8.88%	\$133,200	\$10,250,000	5.50%	\$563,750
\$1,600,000	8.82%	\$141,120	\$10,500,000	5.46%	\$573,300
\$1,700,000	8.77%	\$149,090	\$10,750,000	5.42%	\$582,650
\$1,800,000	8.71%	\$156,780	\$11,000,000	5.38%	\$591,800
\$1,900,000	8.66%	\$164,540	\$11,250,000	5.35%	\$601,875
\$2,000,000	8.60%	\$172,000	\$11,500,000	5.21%	\$599,150
\$2,100,000	8.54%	\$179,340	\$11,750,000	5.17%	\$607,475
\$2,200,000	8.49%	\$186,780	\$12,000,000	5.13%	\$615,600
\$2,300,000	8.43%	\$193,890	\$12,250,000	5.10%	\$624,750
\$2,400,000	8.37%	\$200,880	\$12,500,000	4.91%	\$613,750
\$2,500,000	8.31%	\$207,750	\$13,250,000	4.79%	\$634,650
\$2,600,000	8.25%	\$214,500	\$13,500,000	4.75%	\$641,250
\$2,700,000	8.19%	\$221,130	\$13,750,000	4.71%	\$647,625
\$2,800,000	8.13%	\$227,640	\$14,000,000	4.68%	\$655,200
\$2,900,000	8.07%	\$234,030	\$14,250,000	4.64%	\$661,200
\$3,000,000	8.00%	\$240,000	\$14,500,000	4.60%	\$667,000
\$3,250,000	7.91%	\$257,075	\$14,750,000	4.57%	\$674,075
\$3,500,000	7.82%	\$273,700	\$15,000,000	4.53%	\$679,500

A. In the event that the Estimated Construction Cost falls outside the above Fee Schedule the SCA shall negotiate a Fee Amount that is commensurate with the Scope of Services. The fee for projects with an Adjusted Construction Estimate equal to or lower than \$150,000 shall be \$28,824.

B. The Estimated Construction Cost and Fee Amount in the above Fee Schedule shall be adjusted as follows:

1. When calculating a Fee Amount for a Project the Estimated Construction Cost will not include costs for asbestos abatement and hazardous waste, construction allowances, provisions, labor premium and phasing which includes custodial and security costs.
2. When calculating a Fee for a Project, Complexity Factors shall be applied to the Fee Amount as follows:
 - a. For Projects with an Adjusted Estimated Construction Cost less than Five Hundred Thousand (\$500,000) Dollars, the Complexity Factor will be one (1.00).
 - b. For Projects with an Adjusted Estimated Construction Cost equal to or more than \$500,000, the Complexity Factor will be in accordance with the following Complexity Schedule:

Project Type	Complexity Factor
• Projects with (1) Capital Category	.80
• Projects with (2) Capital Categories	.90
• Projects with (3) to (5) Capital Categories or Exterior Modernizations*, Boiler Replacements, Science Labs, Full Program Accessibility or other complex multi-discipline projects as determined by the SCA. (* - Exterior Mod projects include at least three of the following five elements: Exterior Masonry, Parapets, Roof, Windows and Exterior Doors.)	1.00
• Projects with more than (5) Capital Categories, Exterior Modernizations plus (3) or more Capital Categories, or High School Restructuring Projects	1.10

3. When applicable to a Project the following Services and associated Fees, which are not included in the Fee Schedule, shall be added to the Fee Amount:

Service Type	Fees
• Administration, coordination and integration of Asbestos Abatement Drawings and	Based on the approved Estimated Construction Cost at the end of Phase 1 adjusted in accordance with Paragraph C.1. above, a fixed compensation shall be

Specifications (prepared by Others) with the Contract Documents.	added to the Phase II Fee as follows:
	Adjusted Estimated Construction Cost
	Fee*
	\$35,000
	\$ 700
	\$1,000,000
	\$2,000
	\$5,000,000
	\$5,000
	\$10,000,000 and above
	\$7,500 (Maximum)

*Fees shall be consistent with the Adjusted Estimated Construction Costs.

- C. The Fee Amount, as per the Fee Schedule, for **Phase I Services** shall be based on the Authorized Department of Education's Construction Cost as adjusted per paragraph B. and C., above.

At the conclusion of Phase I Services, at the discretion of the SCA, the Fee Amount for Phase I Services may be adjusted based on the Estimated Construction Cost, approved by the SCA, when the approved Estimated Construction Cost is more than 20% greater or lower than the Authorized Department of Education Construction Cost.

- Further adjustments will be made as per paragraphs B. and C., above.

- D. The Fee Amount, as per the Fee Schedule, for **Phase II Services** shall be based on the Estimated Construction Cost, approved by the SCA, at the conclusion of Phase I Services as adjusted per paragraphs B. and C., above.

At the conclusion of Phase II Services, at the discretion of the SCA, the Fee Amount for Phase II Services may be adjusted based on the Estimated Construction Cost, approved by the SCA, when the Phase II approved Estimated Construction Cost is more than 20% greater or lower than the approved Phase I Estimated Construction Cost.

- Further adjustments will be made as per paragraphs B. and C., above.

- E. The Fee Amount, as per the Fee Schedule, for **Phase IIIA Services** shall be based on the Estimated Construction Cost, approved by the SCA for Phase II Services.

- F. The Fee Payment for Services rendered for each Phase shall be in accordance with the following:

<u>Description</u>	<u>Percentage</u>
Phase I	Scope Report (<i>If the Scope of Service pertains to the review and confirmation of an existing Scope Report, prepared by Others, the Fee Amount will be 25% of the typical Fee for Phase I Services</i>).
Phase II	Contract Documents (50%)
Phase II	Contract Documents (100%)
Phase II	CADD drawings and other Electronic documents (Acceptance and approval by the SCA is required for payment)
	30%
	20%
	7%

Phase II	Bid and Award	3%
Phase IIIA	Construction Administration*	20%

* Compensation will be made in equal monthly installments based on the construction schedule.
NOTE: The last monthly payment will be retained by the *SCA* until the required Amended Drawings, as per Section 3.1.6-Amended Drawings are submitted to and accepted by the *SCA*.

VIII. Additional Services Cost Schedule

[REMAINING TO COME FROM ATTACHMENT 5 AND INSERTED UPON AWARD]

APPENDIX C

CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK TITLE 21, PART 9603

PROCEDURE FOR DISPUTE RESOLUTION FOR THE NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY (THE “AUTHORITY”)

9603.1 Purpose

These procedures for the resolution of contract disputes are proposed for adoption pursuant to Section 1734 (9) of the New York State Public Authorities Law.

9603.2 [Repealed]

9603.3 Mediation

(a) Claimant who files a notice of claim in conformance with the provision of Section 1744 of the New York State Public Authorities Law may elect to submit the matter to non-binding mediation (“mediation”) by submitting a written notice of dispute (“notice of dispute”) to the Authority’s corporate secretary with a copy to the vice president of operations and vice president and general counsel within fifteen (15) working days of the filing of the notice of claim. Claimant shall attach a copy of the notice of claim to the notice of dispute.

(b) The mediation shall be conducted by a qualified mediator with expertise in the area of the dispute. The mediator shall be selected from list maintained by the Authority but the mediator must be approved by both claimant and the Authority.

(c) Claimant and the Authority may agree that a single mediation shall combine disputes involving more than one claim.

9603.4 Confidentiality

(a) Mediation sessions shall be private.

(b) All records, reports or other documents considered by the mediator shall be confidential.

(c) The claimant and the Authority shall agree that the mediator shall not be compelled to divulge confidential materials or to testify in regard to the mediation in any adversary proceeding or judicial forum.

(d) The claimant and Authority shall agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding:

- 1) views expressed or suggestions made by the other party with respect to a

possible settlement of the dispute;

2) admissions made by the other party in the course of the Mediation proceedings;

3) proposals made or views expressed by the mediator, or

4) the fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

(e) There shall be no stenographic record of the mediation process.

9603.5 Cost

The claimant and the Authority shall share equally all costs of the mediation including the mediator's fee.

9603.6 Resolution

(a) If the mediation does not result in the execution of a settlement agreement between the claimant and the Authority, the mediator shall prepare a written advisory opinion.

(b) A copy of the advisory opinion shall be delivered to the claimant and to the Authority's corporate secretary, vice president of operations and vice president and general counsel.

(c) The advisory opinion shall be a confidential document subject to the provisions of paragraphs b, c, and d of section 9603.4(b)-(d) of this Part.

APPENDIX D**ITF-1c: Confidentiality and Non-Disclosure Agreement – Business****BUSINESS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

I represent that I am an officer, or someone with comparable authority, of the corporation or other business entity named below. I acknowledge that the New York City School Construction Authority ("SCA") and/or the New York City Department of Education ("DOE") will make available to me, my employees and other agents, from time to time certain information that is highly confidential to the SCA and DOE. For example, this information includes, without limitation, software and other computer information licensed to the SCA, bidding information related to various contracts of the SCA, proprietary information about various businesses that would perform work on the SCA's behalf, and the work product of the SCA's employees and agents. Confidential information may also mean any information provided by or obtained from the DOE including, without limitation, personal information of DOE teachers, administrator, employees, pupils, or pupils' parents/guardians or families, personal information, student identification numbers, work papers, correspondence, notes, studies, data, including electronic communications, including photographic images, digital images and video graphic images, and instruments in any form or manner containing any student's personally identifiable information generated or obtained or reviewed pursuant to this Agreement. In addition, we and/or our employer, agents, contractors, and subcontractors, if any, will adhere in all respects to the state and federal laws (including but not limited to the Family Educational Rights and Privacy Act ("FERPA" 20 U.S.C. 1232g), DOE policy as may be amended from time to time, and the Chancellor's Regulation A-820 on Student Records, Access and Disclosure <http://www.nycenet.edu/>). We will submit to DOE all data we or our employees, agents, contractors and subcontractors collect pursuant to this Agreement. By signing this agreement, I bind my business, each employee, agent and me. The words "we" and "our" to refer in this agreement to my business, each of our owners, partners, employees, agents, contractors, subcontractors, sub-consultant, sub-consultant employees, volunteers, assigns or any other representatives for whom we are legally responsible in connection with the performance of this Non-Disclosure Agreement, and me. We understand that the SCA and the DOE will entrust each of us as a fiduciary of the SCA and the DOE with access to, and with the use of, such confidential information from time to time. We will hold all of the SCA's and DOE's confidential information at all times in trust and strictest confidence for the SCA and the DOE from and after the date of its creation or disclosure to my business. We will prevent the impermissible release of the SCA's and DOE's confidential information. We will neither retain nor incorporate any of the confidential information into any database or any medium other than may be required for the SCA's and DOE's exclusive benefit. We covenant not to use the SCA's and DOE's confidential information for our benefit or for the benefit of anyone else to the extent that it is inconsistent with the interests of the SCA and/or DOE. Finally, we will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this agreement. We agree to read each SCA policy and procedure related to the use of confidential information, including, without limitation, any on the

use of SCA computers. We agree to be bound by each such policy and procedure and shall promptly advise the SCA and the DOE in writing if we learn of any unauthorized use or disclosure of Confidential Information by any Contractor or subcontractor personnel or former personnel. We shall protect, defend, indemnify and hold harmless the SCA, the DOE and the City of New York as set forth in the Agreement. We acknowledge that our faithful compliance with this agreement, and the related policies and procedures, is necessary to protect the SCA and/or DOE and that any action on our part that is inconsistent with this agreement or with any SCA policy and procedure will cause the SCA irreparable and continuing harm. Therefore, if anything we do is inconsistent with this agreement or any such policy and procedure, we consent to the SCA obtaining a court order to stop such inconsistent actions and otherwise to prevent any, without the SCA having to post any bond or security for such order. The SCA may pursue other remedies available to it, all of which are nonexclusive and cumulative.

ITF-1c – v. 1.3

ITF-1c: IT Security (IT-5)**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT-Business (cont.)**

Corporate Name: _____

Corporate Address: _____

Federal Tax ID No.: _____ Contract No.: _____

Signature: _____ Date: _____

Name: _____ Title: _____

SCA Department: _____

(This is the name of the department in the SCA to which you are assigned.)

ACKNOWLEDGMENT OF A CORPORATION OR OTHER BUSINESSSTATE OF _____)
CITY OF _____) ss:
COUNTY OF _____)

On the _____ day of _____ in the year _____, before me personally came _____ to me known, or proved to me with satisfactory evidence, who, being by me duly sworn, did depose and say that s/he is the _____ of _____, the entity described in and which executed the above instrument; and that she/he signed her/his name thereto by order of the governing body of said entity.

Notary Public

APPENDIX E-1
LIST OF SUB-CONSULTANT(S)

[To come from Attachment 6 and Inserted Upon Award]

APPENDIX E-2
M/WBE NOTICE OF INTENT TO PARTICIPATE

CONTRACT NO: C-_____

Consultant: _____ Federal ID No.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail: _____ Phone No.: _____

Signature of Authorized Representative of Consultant _____ Date _____

Name [Print or Type]: _____

Title: _____

PART B - THE UNDERSIGNED INTENDS TO PROVIDE THE BELOW-REFERENCED SERVICES:

M/WBE Firm: _____ Federal ID No.: _____

*If the M/WBE is a part of a joint venture or other temporarily-formed business entity, the name and address of the joint venture or the temporarily formed business entity shall be indicated.

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail: _____ Phone No.: _____

BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY MBE OR WBE:

DESIGNATION: MBE Sub-consultant WBE Sub-consultant

THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE CONSULTANT CONDITIONED UPON SELECTION FOR ASSIGNMENT OF SERVICES.

Estimated amount of the agreement \$ _____

Signature of Authorized Representative of M/WBE Firm

Name [Print or Type]: _____

Date: _____

Title: _____

APPENDIX E-3
M/WBE SUB-CONSULTANT UTILIZATION PLAN

CONTRACT NO: C-_____

Consultant: _____	Federal ID No.: _____		
Address: _____			
City _____	State: _____ Zip Code: _____		
E-mail: _____	Phone No.: _____		
Signature of Authorized Representative of Consultant _____ Date _____			
Name [Print or Type]: _____			
Title: _____			
Certified M/WBE	Classification (check all applicable)	Description of Services	% Value of Services
Firm: _____ Address: _____ Phone/E-mail: _____ Federal ID No. _____ - _____	NYC SCA Certified MBE ____ Exp Date _____ WBE ____ Exp Date _____ NYC SBS Certified MBE ____ Exp Date _____ WBE ____ Exp Date _____		% _____
Firm: _____ Address: _____ Phone/E-mail: _____ Federal ID No. _____ - _____	NYC SCA Certified MBE ____ Exp Date _____ WBE ____ Exp Date _____ NYC SBS Certified MBE ____ Exp Date _____ WBE ____ Exp Date _____		% _____

SCA USE ONLY:
REVIEWED BY _____
DATE _____
UTILIZATION PLAN APPROVED YES/NO
DATE _____

APPENDIX E-4
MONTHLY M/WBE PARTICIPATION REPORT

CONTRACT NO: C-_____

REPORT FOR MONTH ENDING: _____

INSTRUCTIONS: This Form must be submitted to the SCA on or before the tenth (10th) day of each month and shall reflect actual participation by NYC SCA/SBS certified MBE/WBE firms during the preceding month.

Consultant: _____ _____ _____	Payments to Consultant this Period: \$ _____	Payment to all M/WBEs this Period: \$ _____
--	---	--

Total Payments to Consultant to Date:
\$ _____ Total payments to M/WBEs to Date:
\$ _____

Name of M/WBE Sub-consultant and Description of Work Performed	\$ of Payments made to M/WBE this Period	% of Payments made to M/WBE this Period	\$ of Total Payments made to M/WBE to Date	% of Total Payments made to M/WBE to Date

IF NECESSARY, USE AN ADDITIONAL SHEET

By signing this form, the person individually and on the behalf of the Consultant represents to the SCA that the information contained herein is truthful, accurate, complete and not misleading.

Signature of Authorized Representative of Consultant Date _____

Name [Print or Type]: _____

Title: _____

APPENDIX F

WORK HISTORY OF SUB-CONSULTANTS

[To come from Attachment 7 and Inserted Upon Award]

APPENDIX G **ELECTRONIC SIGNATORIES**

In accordance with Article VII §7.1.1 of the Agreement, the Consultant may be required to submit payments electronically. The Consultant must submit at least two (2) e-affirmation signatories electronically in the SCA's Vender Access System ("VAS"). Each Signatory must be assigned a corresponding Consultant ID number in VAS. If a signatory does not already have an assigned Consultant ID number, the Consultant shall send an email request to Helpdesk@nycsca.org containing the following:

Subject Line: "Request for Consultant ID (CONID) and Access to RCMS"

Consultant Name:

Consultant Tax ID:

Signatory's First and Last Name:

Title:

Email Address:

Phone – Office:

Phone – Cell:

If signatory does already have an assigned Consultant ID, Consultant shall log-in to <https://dobusiness.nycsca.org/> and provide the following information for said signatory(s):

Signatory's First and Last Name:

Signatory's Consultant ID Number:

Email Address:

Title:

Phone – Office:

Phone – Cell:

If VAS training is required, please visit <http://www.nycsca.org/Footer/Training-Calendar#VAS-383>.

ATTACHMENT 2:

SCOPE OF SERVICES

APPENDIX A SCOPE OF SERVICES

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APPENDIX A SCOPE OF SERVICES

SECTION 0.1 – GENERAL

- A. The Consultant shall provide Services as required to accomplish the necessary Scope of Services for specific Projects that may vary in size and/or complexity, which may include any or all of the Services described herein. Services shall be provided as per the Agreement, this Appendix, and the SCA's Capital Improvement Program (CIP) Consultant Manual.

The types of Projects for Services to be provided under this Agreement, shall pertain to one or more of the SCA's Capital Categories of Work such as, but not limited to: Roofs, Parapets, Exterior Masonry, Windows, Heating Plant Upgrades, Climate Control Systems, Plumbing & Drainage, Fire Protection Systems, HVAC Systems, Fire Alarm Systems, Public Address Systems and other Capital Categories identified by the SCA's Capital Improvement Program (CIP) Consultant Manual.

- B. Unless indicated otherwise the following applies to all Sections contained in this Appendix:

1. The Consultant and its Sub-consultants, if any ("Sub-consultants"), shall comprise an experienced multi-disciplined team of design professionals. Design Services shall include, but not limited to, Architectural, Structural, Civil, Geotechnical, Electrical, Lighting, Heating Ventilation and Air-Conditioning, Fire Protection, Plumbing and Drainage, Interior Design, Landscaping, Cost Estimating, Acoustical, Elevator, Kitchen, and Historical Preservation. The Consultant and its Sub-consultants shall personally inspect and evaluate existing physical conditions for each specific Project.
2. The Consultant shall provide Services for each Project that comply with the latest revisions to the SCA's Technical Standards including: Design Requirements, Green School Standards, SCA CADD Manual and SCA BIM Guidelines for Architects & Engineers (when applicable), Standard Specifications, Standard Details, Room Planning Standards and Procedural Guidelines. Unless stipulated otherwise by this Appendix, the Consultant shall provide Services that conform to these documents, when applicable, and the Consultant shall explicitly follow them unless the Consultant receives written notice from the SCA to deviate from such. Any request by the Consultant for deviation from the SCA Standards and/or Requirements must be in writing with justification and when necessary include catalog cuts, data sheets and analysis of the cost impact.

Where applicable, the latest versions of the SCA CADD Manual and BIM Guideline and Standards for Architect and Engineers shall be adhered to and are incorporated herein and made part of this Contract.

Upon receipt of a Technical Standards Bulletin, from the SCA, the Consultant shall provide all related Services necessary to revise, modify or change the Contract Documents so that the Contract Documents incorporate the intended Work described by such a Bulletin. These Services shall be completed and made part of the Contract Documents within fourteen (14) consecutive calendar days of receipt.

3. The Consultant shall provide Services that comply with all applicable laws, rules, codes and regulations, file and obtain approvals required of all regulatory authorities, such as but not limited to; City, State or Federal Agencies. All fees for required approvals will be paid by the SCA.
4. The Consultant shall have staff or Sub-consultants who are "Leadership and Energy and Environmental Design" (LEED) accredited who shall participate in the execution of the Scope of Services. The Consultant shall complete Local Law 86 reporting forms and submit to the SCA for

submission to the City of New York. In addition, the Consultant shall review submittals pertaining to Local Law 86 during Phase III. Compensation shall be as described in Appendix B.

5. The Consultant and its Sub-consultants shall have a “Quality Control Program” (QCP) in place as part of its standard office practices. The QCP shall address, design, cost, coordination, regulatory approvals and overall completeness. The SCA may review the Consultant’s and/or Sub-consultants QCP at any time. The QCP shall apply to all Services and Phases described herein prior to the submission of any required Service to the SCA. The Consultant shall provide a copy of the QCP to the SCA for its review and acceptance.
6. The Consultant shall respond, in writing, to all comments received from the SCA in regard to the Scope of Services within seven (7) consecutive calendar days. The Consultant will typically receive comments from the SCA during any Phase of the Service as well as after the submission and review of each Phase or Sub-Phase.

The Consultant’s compliance with such comments shall not constitute completeness or correctness of the Contract Documents. The Consultant is responsible for the completeness, correctness and technical adequacy of the Contract Documents.

7. The Consultant will be given access to Oracle Primavera Contract Management (PCM - formerly known as CM13 or Expedition) and receive basic training and shall be required to enter into PCM all correspondence during the Construction Administration Phase, including, but not limited to; Meeting Minutes, Request for Information (RFI’s), Non-Conformance Reports, Shop Drawings, Submittals, Bulletins and close-out module as directed by the SCA.

SECTION 0.1.1 – ELECTRONIC DRAWINGS, DOCUMENTS AND FILES

The Consultant shall submit the CADD drawings and other electronic documents (e.g., Specifications, Scope, Addenda, Bulletins, Photographs, Cost Estimates, etc.), as required by all applicable sections of this Agreement, for all documents, via previously approved (by the SCA) method of electronic media transfer acceptable as follows:

1. CADD/BIM Drawings and Files
 - a. The Authority uses the latest Autodesk CAD products, such as AutoCAD, Revit, NavisWorks, Architectural Desktop (ADT), MEP and Revit; therefore, this is the standard format for delivery of CADD documents. The latest version is preferred but, AutoCAD Release 14 is the oldest version which will be accepted.
 - b. Purge all drawings to remove unused layers, blocks, etc. Drawing files must be saved in their proper orientation (paper space or model space), zoomed to extents (i.e., as they would appear for final plotting.)
 - c. All drawings files that comprise the ‘Bid Set’ must be included; in addition, all reference files must be included in the transmitted media.
 - d. The Consultant shall refer to the SCA Design Requirement,-the SCA CADD Manual and BIM Guideline and Standards for Architect and Engineers for standards and organizing drawings (i.e., file naming, layering standards, etc.)
 - e. In instances where previously approved, any non-standard fonts and/or pen-mapping files (*.pcp or *.pc2, .pmp, .pc3, .ctb and/or .stb) must be included with the submission.
2. Non-CADD Documents
 - a. Microsoft Word is the established format for word processing documents; any version of Word is acceptable.

- b. Microsoft Excel is the established format for spreadsheet documents; any version of Excel is acceptable.
 - c. Photographs should be delivered in JPG format; other valid formats are BMP, EPS, TIFF, PSD (Photoshop) and PDD (PhotoDeluxe). Photos embedded into other formats, such as a Word documents will not be acceptable unless they are integral parts of the document, for example a Scope Report or Existing Conditions report.
3. Portable Document Format (PDF) file format is acceptable as means of electronic media transfer and vehicle for CADD/BIM drawings/files and non-CADD documents/files at the request of the SCA or only in instances where the original format is unavailable or non-compatible with standard SCA applications. However, it is not a substitution nor in any way inferred as a formal or official deliverable or submittal
 4. If multiple projects are submitted at one time, the individual project directories must be clearly indicated. The Consultant must provide an indexed list of drawings, specifications, and files generated for the project and their corresponding file names.
 5. Any questions related to these procedures should be forwarded via e-mail to caddunit@nycsca.org.

SECTION 0.2 – ADDITIONAL SERVICES

- A. The Consultant shall only provide Additional Services upon receipt of written authorization from the SCA.
- B. Additional Services include, but are not limited to:
 1. Services necessary to significantly revise Contract Documents when such revisions are:
 - a) Requested by the SCA and are contrary to directions previously given by the SCA;
 - b) Required by the enactment or revision of applicable laws, statutes, building codes, rules and regulations of any governmental, public and quasi-public authority or agency having jurisdiction over the Project subsequent to the completion of such documents; or
 - c) Required by the SCA's election to revise the Scope of the Work, except for revisions necessitated by:
 - 1) Deficiencies or conflicts in, or discrepancies between, the Contract Documents;
 - 2) The Consultant's failure to perform its duties or to substantially perform in accordance with the terms of this Contract for Consultant Services; or other acts or omissions of the Consultant.
 2. Services required in connection with replacement of Work damaged by natural catastrophe or intentional acts of parties other than the Consultant or employees, agents or subcontractors of the Consultant.
 3. Services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the SCA, except when such proceedings involve issues of fault, neglect or alleged liability of the Consultant, or its agents, employees, or Sub-consultants.
 4. Services required by any failure to adequately perform contractual responsibilities by any; Contractor, Contractor's subcontractor(s), supplier(s), or the SCA.

5. Services required by Bulletins and/or Change Orders initiated by the SCA that are not a result of the Consultant's failure to perform its duties or perform in accordance with the terms of this Contract's:
 - a) Preparation of required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
 - b) Review of field orders and change orders for their effect on design criteria and analysis of the quantity of materials in such orders and make recommendations to the SCA.
6. Services required for assuming design responsibilities on projects for which the Consultant was not the original Architect/Engineer of Record, and completing any necessary tasks to secure a Certificate of Occupancy of a relatively new school building or addition and satisfy the requirements of all applicable governmental agencies.
7. Services required to review and revise the Scope of Work described by a Scope Report or Contract Documents for Projects, prepared by the Consultant, that were placed on hold by the SCA for four (4) or more months.
8. Services required to re-file expired applications with Public Agencies for Projects delayed by the SCA.
9. Services required to address unsafe or potentially hazardous conditions requiring immediate attention.
10. Services required for the filing of applications for storm water discharge associated with construction activity, preparation and certification of a Stormwater Pollution Prevention Plan (SWPPP), as required by the New York State Department of Environmental Conservation so that the necessary permits may be obtained for a Project.
11. Other Services not included in this Agreement as a "Basic Service" which are agreed to in writing by both the SCA and the Consultant.

SECTION 0.3 – DEFINITIONS

Addenda	Shall mean changes to the Contract Documents during the bidding period.
Additional Services	Shall mean those Services as described in Section 0.2 – Additional Services, Services identified as "Additional Services" within this Appendix, and other Services not included in the Contract; all of which are agreed to in writing by both the SCA and the Consultant.
Architect/Engineer of Record	See "Consultant" and "Sub-consultant".
Authorization to Proceed (ATP)	Authorizes the Consultant to commence Services for a Phase or Sub-Phase for a specific Project.
Authority (SCA)	Shall mean the New York City School Construction Authority, its agents, officers, trustees, employees, representatives or designees, as the case may be.

Building Condition Assessment Survey (BCAS)	Shall mean the engineering survey conducted by the SCA cataloging conditions and deficiencies of an existing Department of Education Facility.
Basic Services	Shall mean all Scope of Services required by this Agreement except for those that are defined herein, as an “Additional Service”.
Bulletin	Shall mean the document issued by the SCA to make changes to the Contract Documents after a Project is awarded to a Contractor.
Capital Category	Is a designation, based on work types, given by the SCA for Work that falls within the SCA’s Capital Plan.
Change Order	<p>Shall mean changes to the Work required by the Contract Documents. Changes can be initiated by the Contractor, Designer or the SCA. A written order issued by the SCA to the Contractor after award of the Construction Contract, authorizing or requiring:</p> <ul style="list-style-type: none"> 1. Extra work, or work to be deleted, 2. An extension of time to complete work, 3. An increase or reduction in the payment to the Contractor, or 4. Any other change in the Scope of Work (including any change in the contract documents) or in the specified sequence of performing or phasing of the Work.
Complexity Factor	A percentage, that when applied to the Fee Amount, adjusts the Fee Amount to reflect the anticipated work effort associated with the Contracted Services.
Consultant	Shall mean the Architect/Engineer of Record who is the signatory to this Agreement, which shall be Professional architectural or engineering firm licensed to practice in the State of New York.
Contract / Agreement	Shall mean this Agreement, which has been signed and agreed upon by the SCA and person, persons, firm, partnership, corporation, joint venture, business association, or any entity with whom the Contract is made by the SCA to perform the required Scope of Services.
Contract Documents	Shall mean Plans, Drawings, Specifications and other related documents prepared by the Consultant on behalf of the SCA, which forms part of the contract between the SCA and Contractor for the execution of the Work by the Contractor and its subcontractors.
Contractor	Shall mean person, persons, firm, partnership, corporation, joint venture, business association, or any entity with whom a construction contract is made by the SCA to perform the Work.
Lump Sum	Shall mean the <u>total</u> dollar value agreed upon, in writing, between the SCA and the Consultant for a specific Scope of Services that shall be rendered by the Consultant and/or its Sub-consultants. Scheduled payments for the agreed upon Services shall be determined by the SCA.

Not to Exceed	Shall mean the <u>maximum dollar value</u> agreed upon, in writing, between the SCA and the Consultant for a specific Scope of Services that shall be rendered by the Consultant and/or its Sub-consultants. Scheduled payments for the agreed upon Services shall be determined by the SCA.
Notice to Proceed (NTP)	Shall mean notice from the SCA to a Contractor directing the Contractor to commence Work.
NYC Building Code or Building Code	Shall mean the “ <i>New York City Construction Codes</i> ”, as amended and as in effect at the time the Services are being performed.
Others	Shall mean any person, persons, firm, partnership, corporation, joint venture, business association, or any entity other than those engaged to provide Services under this Contract.
Project	Shall mean the Building and/or Site for which the Services of the Consultant have been engaged by the SCA.
Proposed Change Order	Shall mean “proposed”, see Change Order.
SCA	Shall mean the New York City School Construction Authority, its agents, officers, trustees, employees, representatives or designees, as the case may be.
Scope of Services / Services	Shall mean all “Basic Services” and/or “Additional Services” that are required of the Consultant and its Sub-consultants under this Agreement.
Scope of Work / Work	Shall mean work, activities, and services to be performed by Contractors and its subcontractors related to a “Project”, as per the Contract Documents.
Sub-consultant	Shall mean each sub-consultant engaged by the Consultant to perform Services hereunder.

SECTION 1.0 – SCOPE REPORT / SCOPE OF SERVICES – PHASE I

Section 1.0.1 – General (Phase I)

- A. The “Phase I Scope of Services” shall mean Services to be performed in the preparation of a written Scope Report, in a format prescribed by the SCA, including but not limited to, visual inspections, tests, probes, surveys, research and investigations of conditions and open regulatory agency code violations at existing buildings and facilities, provision of findings and recommendations that address one or more Capital Categories and/or other Work description(s) as defined by the SCA.

In cases where a Scope Report has been completed by Others, “Phase I Scope of Services” shall mean Services to be performed that include, but are not limited to, visual inspections, tests, probes, surveys, research and investigation review and confirmation of the Findings and Recommendations provided therein that pertain to one or more Capital Categories and/or other Work description(s) as defined by the SCA.

- B. In a format prescribed by the SCA, the Consultant shall provide a written Scope Report that includes, but is not limited to, Findings and Recommendations that clearly define recommended items of Work, a construction cost estimate for recommended items of Work, durations of time (schedules) for the

development of Contract Documents and the Construction of a Project, and phasing issues related to recommended items of Work.

- C. Upon receipt of written authorization, from the SCA, the Consultant shall commence the preparation of the required Scope Report and related Services.
- D. Upon the receipt of an (ATP) from the SCA, the Consultant shall provide electronic concurrence via Requirements Contract Management System (RCMS).
- E. The Consultant shall obtain a SCA Consultant Identification Badge for each member of its team of design professionals for a Project.
- F. The Consultant shall schedule the initial visit at the site of a Project with the necessary school personnel and the SCA's representatives so to describe and discuss the purpose of the Scope Report and the Work that may result from its findings and recommendations.
- G. For all Projects, the Consultant shall immediately notify the SCA of any observed unsafe or potentially hazardous conditions that require immediate attention.
- H. For "Reso A" Projects, the Consultant shall immediately notify the SCA when they have determined that allocated funding is insufficient and/or when the school's administration has requested a change in the Scope of Work.

Note: The Consultant shall not proceed with the Scope Report until notified and authorized by the SCA.

- I. The Consultant shall meet with the SCA as required to provide updates on the overall progress of the Project and demonstrate how specific problems are being addressed.
- J. The Consultant shall document all written or verbal communications with all school personnel related to a Project and submit to the SCA for record. In addition, the Consultant shall produce all project related correspondence as required by the SCA.
- K. The Consultant shall take minutes of meeting for all meetings and provide all Minutes of Meetings, in a format as required by the SCA, within seven (7) consecutive calendar days of all meetings to the SCA.
- L. The Consultant shall update weekly Project progress in a format as required by the SCA. These updates shall track the schedules of their firm's projects in Scope or Design, indicate the status of the Project and indicate reasons for any delays.

Section 1.0.2 – Project / Site Data and Information (Phase I)

- A. Unless otherwise provided, the Consultant and its Sub-consultants shall be responsible for the retrieval and analysis of all site data and information such as, but not limited to, drawings, specifications, warranties, reports, studies, tests, probes, borings, surveys, and public agency code violations that may relate or pertain to a Project so as to adequately define the Scope of Work and for the proper execution of the Contract Documents.

The Consultant and its Sub-consultants shall be responsible for completing and submitting all required forms and documents to the SCA that require processing by the SCA for any background data.

- B. The SCA, will supply, when relevant to a Project, the following Project / Site Data, which shall be requested by the Consultant for boundary and topographical surveys, borings, subsurface information,

hazardous material testing, and investigative probes as are required for the execution of this Contract and for the guidance of the Consultant.

1. When the SCA directs the Consultant to obtain additional information such as, but not limited to, topographical surveys, borings, subsurface investigations, probes, non-destructive testing, structural investigations, MEP systems investigations, laboratory soil testing or remediation of hazardous materials, compensation will be as follows:
 - a) When such testing and/or investigations are performed by a firm that has an existing contract with the SCA, compensation for these Services by the Consultant will be as a “Reimbursable Service” as per the rates provided in such existing contract.
 - b) When such testing and/or investigations are performed by firms that do not have an existing contract with the SCA, the Consultant shall solicit a minimum of three (3) bids and submit from qualified firms the bid results and the Work schedule to the SCA for approval of the firm’s selection prior to the commencement of any such testing and/or investigations. Compensation for these Services by the Consultant will be as a “Reimbursable Service”.
 - c) When such testing and/or investigations are performed by the Consultant, the Consultant shall submit a cost proposal to the SCA for its review and acceptance as an “Additional Service”. Compensation shall be a negotiated lump sum as agreed to by both the SCA and the Consultant.
- C. The Consultant shall be responsible for reviewing and verifying the property Boundary Survey against each respective City of New York Borough Map to confirm the boundary limits of the property. Any discrepancies of the Boundary Survey shall be reported to the SCA.
- D. The Consultant shall provide a boring location plan indicating the number and depth of proposed borings and the selection of the soil samples for laboratory testing.
- E. The Consultant shall provide all required Services for the controlled inspections of borings. Compensation for these Services, if performed by employees of the Consultant, will be as an “Additional Service”. If such Services are not provided by employees of the Consultant, compensation for these Services will be as a “Reimbursable Service”.
- F. Hazardous Material Abatement Report and Design recommendations will be the responsibility of the SCA. The Consultant shall design to the provided recommendations for inclusion in the Contract Documents. The Consultant shall be responsible for the overall coordination of the design (drawings & specifications) of this Work with the Project.
- G. The Consultant and its Sub-consultants shall make a first-hand examination of the Project. The Consultant shall promptly bring to the attention of the SCA any reasonably discoverable inadequacy or uncertainty of facilities or utilities, or other impediments to an orderly and expeditious accommodation of the Project.
- H. The Consultant shall design and plan the Work with reference to, and in conformity with, information relating to existing utility lines, grades, sewers, subsurface and overhead structures, conditions and facilities based on their inspection of the site, as well as their examination of public records and information furnished by the SCA.
- If new construction is to be at or close to the property line or will involve access or disturbance to the adjacent property, the Consultant shall notify the SCA as early in the design process as possible so that the SCA can contact adjacent property owners.
- I. The Consultant shall verify all measurements and details of construction for a specific Project. All

drawings, specifications, reports and other data pertaining to existing buildings furnished by the SCA shall be checked and verified by the Consultant.

- J. The analysis of the data compiled from topographical surveys, borings, subsurface investigations, laboratory soil testing, and geotechnical investigations shall be the responsibility of the Consultant. Geotechnical analyses shall be provided by the Consultant as deemed necessary. Considerations warranting such an investigation would include, but not be limited to, the following:
1. Potential damage to adjacent and surrounding structures during demolition, excavation and construction of the Project, including damage due to vibration during excavation, pile driving, blasting operations and draw down of water table during excavation operations.
 2. When the site is underlain by very compressible subsurface conditions, investigate the economic feasibility of soil improvement and soil stabilization in considering recommendations for foundation design.
 3. Need for underpinning of adjacent structures.
 4. When the site is deemed to be in a “special flood hazard area”, investigate design and construction options to protect against flood damage and reduce exposure to flood hazards so to comply with Flood-Proofing Regulations as per applicable regulating authorities (e.g. the U.S. Army Corp of Engineers).
 5. Should the site contain designated “Wetlands”, the Consultant shall be responsible for delineating the wetland acreage; filing with all regulatory agencies having jurisdiction; and providing a wetland mitigation design either on site or off site. If this requirement is determined subsequent to the Project’s Authorization to Proceed, the Consultant will be compensated for this Service as an “Additional Service”.
 6. If the initial investigation results in the soil being considered subject to possible liquefaction, the Consultant shall perform an analysis. The Consultant will be compensated for this Service as an “Additional Service”.

K. New York State Historical Preservation Office (SHPO)

1. Upon direction by the SCA, the Consultant shall provide a Preliminary State Historical Preservation Organization (SHPO) Submittal, as prescribed by the SCA. The Preliminary (SHPO) Submittal shall be forwarded to the SCA within five (5) consecutive calendar days after the first meeting with school personnel and the SCA’s representatives so to describe and discuss the purpose of the Scope Report.

Upon direction by the SCA, the Consultant shall provide a Detailed State Historical Preservation Organization (SHPO) Submittal, as prescribed by the SCA. The Detailed (SHPO) Submittal shall be forwarded to the SCA upon authorization to proceed with Phase II Services.

Section 1.0.3 – Value Engineering

- A. The Consultant shall, through economical analyses, insure that the value of sound economical and efficient design, which is inherent to the Contract, is incorporated into the design and construction of the Project.

When directed by the SCA, the Consultant shall provide its economic analysis of all considered options. The economic analysis shall support the proposed design approach for the use of systems and materials

such as, but not limited to, structural framing, building envelope, civil engineering, site design, electrical systems and mechanical systems.

B. The SCA may decide to perform a Value Engineering Study of the Project. If so, the Consultant shall:

1. Participate in the Value Engineering study to be performed by the SCA.
2. Make a presentation to the SCA outlining the design concepts for the Project, by discipline.
3. Provide calculations such as, but not limited to, Heating/Cooling Loads, Sizing of Emergency Generator, Electrical Service Sizing, Lighting Design, and Design approach and criteria for Structural Framing System.

C. When directed by the SCA, in writing, the Consultant shall review the Value Engineering Study and respond to the recommendations in writing as an “Additional Service”.

When directed by the SCA, in writing, the Consultant shall meet with the SCA and discuss the merits of the Value Engineering Study’s recommendations. The SCA will determine which recommendations shall be incorporated into the Project and which are beyond the Basic Scope of Services and considered to be an “Additional Service”.

Section 1.0.4 – Submissions / Deliverables (Phase I)

A. When directed by the SCA, the Consultant shall submit the following Deliverables, which are subject to review, comment and acceptance by the SCA:

<u>Deliverable</u>	<u>Quantity</u>
Draft Scope Report	One Electronic Copy
Cost Estimate	One Electronic Copy
Final Scope Report	One Electronic Copy
Final Cost Estimate	One Electronic Copy

The Consultant shall resubmit the Draft Scope Report as many times as necessary until all comments received from the SCA, are addressed within the Scope Report to the satisfaction of the SCA.

The Estimates of Construction Cost shall be submitted utilizing SCA Cost Estimating System (“CES”).

The Consultant shall incorporate all comments received from the SCA prior to submission of the Final Scope Report.

B. The Consultant’s Partner In-Charge for the Project shall sign and submit a letter, prepared on the Consultant’s letterhead, to the Authority “certifying” that all Submissions and Deliverables required by this Phase of the Contract have been provided to the Authority.

The letter shall include the following information: School Name, Building ID, Borough, Contract Number, LLW Number, Description of Project, the Consultant’s Tax Identification Number, Submission Phase and Reason for Submission and List each Deliverable and quantity of each and shall provide the following sentence above or below the Partner in Charge’s signature line: *“I hereby certify to the best of my knowledge and belief, that the Deliverables (i.e.: documents and electronic files, etc...) included in this submittal comply with all Contractual Services for the subject Phase/Sub-Phase and follow the format specified by the Authority.”*

Payment will not be released by the Authority for the above services unless the above “Certification Letter” is signed, received and processed by the Authority.

SECTION 2.0 – CONTRACT DOCUMENTS / SCOPE OF SERVICES – PHASE II

Section 2.0.1 – General (Phase II)

- A. The “Phase II Scope of Services” shall mean Services to be performed in the preparation of Contract Documents which consists of, but are not limited to, Drawings, Specifications, Final Cost Estimates, and services required during the Bid and Award phase of the project.

Upon receipt of the SCA’s written direction to proceed, the Consultant shall commence Phase II Services. The Consultant will not be compensated for any services provided without prior written authorization from the SCA. Unless specified otherwise, all the services described herein shall be part of the Basic Services.

- B. Unless waived by a school’s administration (principal), the Consultant shall schedule a “Design Kick-Off Meeting”, at the site of the Project, with its Sub-consultants and the SCA’s representatives to review the final approved Scope Report to ensure that all parties have a clear understanding of the Scope of Work.
- C. The Consultant shall complete the Scope of Services based on the schedule approved by the SCA.
- D. Provide Services as per Section 1.0.2 – Project / Site Data Information as necessary or directed by the SCA.
- E. The Consultant shall develop and submit the Phase II Contract Documents to the SCA for review and comment. Such Documents shall include required calculations, drawings, specifications, schedules, regulatory approvals and estimates for the Scope of Work for review and acceptance by the SCA.
- F. The Consultant shall revise Drawings, Calculations, Specifications, Estimates and other required documents in response to comments received from the SCA, Department of Education, Consultants or Sub-consultants from a previous submission prior to the submission of any subsequent submission. When directed by the SCA, the Consultant shall provide such revised Drawings, Specifications and Estimates to the SCA.
- G. The Consultant shall take Minutes of Meeting for all meetings in a format prescribed by the SCA.
- H. The Consultant shall document all written or verbal communications with all school personnel related to a Project and submit to the SCA for record.
- I. The Consultant shall update weekly Project progress in a format prescribed by the SCA. These updates shall track the schedules of all Projects; indicate the status of the Project and indicate reasons for any delays.
- J. In general, when required for the proper execution of the Scope of Work for a specific Project, the Consultant shall prepare and deliver Contract Documents that:
1. Include all necessary information, drawings, construction details, with figure dimensions shown, schedules, diagrams and specifications so as to enable prospective bidders to make accurate and reliable estimates of the quantities, quality and character of labor and materials.
 2. Are suitably developed to reflect full architectural, structural, mechanical, fire protection, plumbing and drainage, and electrical work so that the Contract Documents can be bid, contracted, and

constructed.

3. Reflect the required coordination and the design of all disciplines including, but not limited to, acoustical, architectural, structural, fire-protection, plumbing and drainage, heating, ventilating, air conditioning and electrical work so that interferences among and within the trades on the basis of their respective designs are avoided, and clearly demonstrate that, in specific, congested areas, apparent conflicts have been addressed.
4. Indicate all selective demolition as required to accommodate the new work.
5. Have all required regulatory agency and utility approvals.
6. Provide for the installation of all equipment therein in a manner necessary to accomplish the purposes and uses intended for the Project. The equipment contemplated by the Contract Documents may include such fixtures or appliances that shall become a fixed part of the Project and are essential for the intended use.

Plan and provide for adequate and proper space for moveable equipment and all necessary connections including necessary clearances for maintenance of all equipment as per the manufacturers' recommendations, and as required by regulatory agencies.

7. Do not make assignments of design/detailing services to or through the Contractor without approval of the SCA.
- K. Upon receipt of the SCA's acceptance of the Phase II / 100% Contract Documents, the Consultant shall deliver the required Contract Documents which include, but are not limited to, the following: Drawings, Specifications, Estimates, Agency Approvals and other documents necessary for the Bid, Award and Construction of the Project.

Section 2.0.2 – Drawings (Phase II)

- A. The Consultant shall provide Drawings which shall include, but not be limited to, the following which shall be developed to the necessary detail as described herein and as required, by Section 2.1 – Phase II / 50% Contract Documents and Section 2.2 – Phase IIB / 100% Contract Documents to the SCA for review, comment and acceptance.

1. General
 - a) Unless noted otherwise, drawings for all disciplines at a scale not less than 1/8" = 1'-0". Graphic scale shall be shown on all drawings and details.
 - b) Each drawing shall include title block information and specific drawing notes. The Consultant shall follow the SCA's border sheet format that is provided in the SCA's Design Requirements.
 - c) As applicable, provide North arrow and key plans. The building orientation shall be the same on all plans for all disciplines. The top of the drawing shall always represent north in regard to building orientation; if a match line can be avoided, the consultant shall require an exception to this rule from A&E.
 - d) The Consultant shall follow the SCA's numbering format that is provided in the SCA's Design Requirements.
 - e) Coordination Sections: 1/4" = 1'-0" scale: A building section(s) shall be provided for all places

of assembly which demonstrates the required coordination between Architectural, Structural, HVAC, Plumbing and Electrical Work.

2. Energy Code Compliance Documents

These Documents shall include all drawings and information that is required to demonstrate compliance with the NYC Energy Conservation Code.

3. Architectural

- a) Cover & General Notes: Title Sheet with Scope of Work, General Notes, Building Department Notes, Special Inspection Requirements, lists for all Drawings, List of Symbols, Abbreviations and Key Plan indicating location on site, street names, block and lot numbers, north arrow, and building address.
- b) Zoning Drawings: Zoning Data & Diagrams sufficient in detail and information so that approval may be obtained for Zoning and Egress from Regulatory Agencies.
- c) Fire Protection Plans: Floor Plans, Schedules, Diagrams and Calculations shall be sufficient in detail for filing so that approval may be obtained from regulatory agencies.
- d) Soil Borings: Borings and Boring Logs, General Notes, Symbols & Legends, Ground Water Tables, etc.
- e) Surveys: Site Survey Plans and Partial Site Survey Plans.
- f) Demolition: General Notes, Plans and Details.
- g) Landscape and Site Work: 1/16" = 1'-0" scale, fully dimensioned, Site Plan that include, but is not limited to, overall dimensions, general topographical conditions, legal grades, spot elevations, vaults, drainage, planting schedule, curbs, pavements, retaining walls, steps, fences, sidewalks, streets, existing and new utilities, existing improvements, hydrants, manholes, property lines, curb grades, proposed elevations for all floors, and depict adjacent structures within fifty feet of the property.

Layout for proposed playground facilities shall include playground apparatus, schedules, types of pavement, planting, walks, curbs, types and heights of fences, benches, drinking fountains, low points for drainage structures, irrigation systems, etc.

- h) Floor Plans of each floor shall be fully dimensioned and depict all spaces, walls, windows, doors, partitions, soffits, chases, shafts, electrical rooms / closets, stairs, elevators, etc.
- i) Roof Plans of each roof shall indicate high and low points, slopes to drains, dimensions, and depict major HVAC equipment coordinated with shafts, roof drains, stair bulkheads, vents, scuppers, etc.
- j) Building Elevations and Building Sections: shall be fully dimensioned and depict proposed grades, floor elevations, materials, doors, entrances, exits, fixtures, and windows.
- k) Wall Sections: 1/2" = 1'-0" scale Building and Wall Sections shall be fully dimensioned and depict, brick coursing, foundations, waterproofing, structural framing, exterior wall construction, interior partitions, ceilings, floors, roofing, and stairs, etc.

- l) Enlarged Partial Plans, Sections, Details and Roofing Details: $1/2'' = 1'-0''$ scale or greater. These Plans, Sections and Details shall be fully dimensioned and depict Work related to, but not limited to, interior and exterior walls, roofs, parapets and work not included by other drawings.
- m) Stairs, Elevators and Escalators Plans, Sections and Details: $1/2'' = 1'-0''$ scale or greater. These Plans, Sections and Details shall be fully dimensioned and depict all related.
- n) Toilets Room Layouts, Elevations, Sections and Details: $1/4'' = 1'-0''$ scale or greater. These Plans, Sections and Details shall be fully dimensioned and depict all related Work.
- o) Interior Partition: $1/4'' = 1'-0''$ scale or greater. These Plans, Sections and Details shall be fully dimensioned and depict all related Work.
- p) Millwork and Cabinetry: $1/2'' = 1'-0''$ scale or greater. These Plans, Sections and Details shall be fully dimensioned and depict all related Work.
- q) Metal lockers, Marker, and Tack Boards: $1/4'' = 1'-0''$ scale or greater. These Plans, Sections and Details shall be fully dimensioned and depict all related Work.
- r) Reflected Ceiling Plans for each floor depicting all ceiling types, light fixtures, sprinkler heads, HVAC registers, HVAC Diffusers, etc.

Reflected Ceiling Plans shall be coordinated with all (MEP) Drawings.

- s) Finish Schedule: Provide all materials, finishes and heights for all finishes in all rooms and spaces.
- t) Door Elevations and Schedules: $1/2'' = 1'-0''$ scale, fully dimensioned door elevations, indicating all materials, and schedules. In addition, provide $3'' = 1'-0''$ scaled and dimensioned Details of all door types.
- u) Window Types, Elevation, Schedules and Details: $1/2'' = 1'-0''$ scale, fully dimensioned elevations, indicating all materials, and schedules. In addition, provide Details $3'' = 1'-0''$ scaled and dimensioned Details.
- v) Signage Plans, Schedules, Details and Elevations: $1/4'' = 1'-0''$ scale or greater. These Plans, Details and Elevations shall be fully dimensioned and depict all related Work.
- w) Kitchen: $1/4'' = 1'-0''$ scale drawings of Kitchen and equipment, Servery and equipment, all ancillary spaces, schedule of equipment, sections and details of equipment. Provide coordinated Plans illustrating Plumbing, Electric, etc.
- x) Furniture & Furnishings and Room Layouts: $1/4'' = 1'-0''$ scale drawings shall be provided by the Consultant for every space. Interior elevations of all walls and Reflected Ceiling Plans shall be provided for Libraries, Kitchens, Gymnasiums, Auditoriums, Gymatoriums, Cafeterias, Labs, Shops and other areas requiring significant coordination.
 - 1) Overall room dimensions shall be clearly shown and all furniture and equipment located with dimensions from reference points. The Consultant shall show critical clearances required for accessibility, air circulation and maintenance of equipment.
 - 2) Special construction features of educational, safety or other operational interest to the user

shall be noted. All furnishings and equipment shall be shown in plans and elevations. Each item shall be coded and keyed to the relevant drawing(s) and shall reference either Furniture and Equipment (F&E) listing (for items to be provided by the SCA) or the Specifications section in which it shall be specified in detail (for items to be purchased by the Contractor).

- 3) All infrastructure required for the room to function as programmed shall be shown on the plans and elevations. This includes, but is not limited to, electrical power outlets and switches, computer outlets, TV outlets, telephone outlets, intercom speakers, clock, HVAC and plumbing requirements. All items shall be coordinated with furniture.
 - y) Place of Assembly Drawings: Provide $1/4" = 1'-0"$ scale drawings for each Place of Assembly.
 - z) Miscellaneous Details: $1\frac{1}{2}'' = 1'-0"$ and $3" = 1'-0"$ Details of other items as required by the Contract Documents.
4. Foundation / Structural / Civil
- a) General notes drawing, with structural notes and building code and design criteria. Use SCA standard notes to the greatest extent and edit where necessary to suit the Project needs. Provide Borough datum and soil classification, foundation notes, superstructure notes and list of structural abbreviations. Include a table of all design live loads, dead loads and total loads, list seismic liquefaction category, seismic coefficients, design lateral loads of the structural system.
 - b) Schematic details for the installation of shoring and underpinning that sufficiently describes the extent of Work.
 - c) Drawings with site and building retaining wall plan with elevations of bearing stratum and details.
 - d) Complete foundation plan showing outlines of the walls and /or grade beams, footing or pile cap sizes, pier sizes and pile layouts, including sections and details. Include allowable soil bearing pressure or type and capacity of pile foundations. Overlay boring locations on foundation plan. Building orientation shall be the same as architectural drawing. Foundation plan shall indicate whether ground slab is structurally supported or beams on grade.
 - e) Complete floor and roof superstructure plans, with sizes of all columns, beams and slabs in major areas. Building orientation shall be the same as architectural drawing. Column line grids should be the same as on the architectural drawing, including column bays and overall dimensions of the building. Show required floor pits for MEP trades, framing plans elevations, floor depressions and camber of the beams if designed. Show all floor openings where required for MEP trades and frame the openings. Lateral load resisting frame locations are to be shown on plans and elevations and connection details are to be provided.
 - f) Drawings of specific details for floor and roof plans.
 - g) Structural repair / replacement details.
 - h) Column schedule drawing with column sizes including base plates, column loads, column base plate details, beam bearing plate schedule/details and typical beam connection details.
 - i) Drawings with typical details such as wall penetration detail, exterior column and interior column support details, equipment pad detail, additional reinforcement details at wall openings,

concrete pour stop/construction joint detail, retaining wall expansion joint detail, wall intersection reinforcing details, slab thickening detail at wall partition and other details as required.

- j) Drawings with typical metal deck support details, concrete masonry units (CMU), reinforcing slab dowel details, exterior face brick shelf angle support details, floor sections and other necessary support details.

5. Heating Ventilation and Air-Conditioning

- a) Floor plans for all floors shall include all classrooms, offices or suites shown with ductwork layout, air outlets and fire/smoke dampers locations. Coordinate with all related trades. Corridors and toilet rooms' ventilation ductwork layout with air outlets and fire/smoke dampers locations shall be indicated. Gymnasium, Auditorium, Gymatorium, Multi-Purpose room, Cafeteria/Kitchen and Library room ductwork layout with air outlets and fire/smoke dampers locations shall be indicated. Provide ventilation and air conditioning system layout for elevator machine rooms, telecommunications rooms, and Boiler Room Layout with hydronic piping and convector layouts. Indicate dedicated smoke purge exhaust ductwork layout with air outlets and fire/smoke dampers locations. Locations of all fire/smoke dampers shall be coordinated with electrical trade. Note: All ductwork and piping larger than 6-inches in diameter shall be double line.

Provide ductwork and piping shaft locations and sizes in each floor. Locate all terminal heating units (convectors, radiators, unit heaters etc.) for toilets, stairs and all miscellaneous rooms.

- b) Roof plans shall indicate the layout of all mechanical equipment with ductwork, toilet exhaust fans with ductwork, general exhaust fans with ductwork, kitchen hood exhaust fan with ductwork, smoke exhaust fan with ductwork, subsoil depressurization system, acids room, and condensing units with refrigerant piping. All major roof penetration locations with sizes shall be indicated on the roof plan and be coordinated with other trades. Indicate smoke detectors and fire/smoke damper locations and coordinate with electrical trade.
- c) Miscellaneous drawings and coordination: Drawings shall include symbol list and legend. Schedule drawings shall include schedule of all mechanical equipment, boilers, exhaust fans, air outlets, unit heaters, unit ventilators, convectors, cabinet heaters, split heat pump units, etc. Provide air riser diagram drawings for supply and exhaust systems. Provide steam and/or hydronic riser diagrams, general notes and symbols lists. Provide Direct Digital Control (DDC) control point list schedule. Detail drawings shall include ductwork supports, piping supports and fire/smoke dampers. Provide VAV box installation details, etc.
- d) Generic seismic restraint details shall be provided so to illustrate the required extent of Work.
- e) Duct and pipe shaft locations and sizes shall be coordinated with all trades. Locations, sizes and weight requirements for all mechanical equipment units and exhaust fans shall be coordinated with all trades. Electrical power, oil and natural gas requirements for the mechanical equipment units shall be coordinated with electrical and Plumbing & Drainage (P&D).
- f) Local cross sections showing HVAC Work and clearances. (1/4" = 1'- 0" scale).
- g) Separate floor plan drawings for duct work and piping, unless waived by the SCA.
- h) Controls, flow and riser diagrams.

- i) Mechanical equipment room floor plans, for all floors, with minimum two cross sections, and details, etc. Show existing utilities as verified through actual inspection at the site. (1/4" = 1'-0" scale).
- j) All roof-mounted equipment on roof plans.
- k) Smoke and fire partitions on HVAC floor plans. Plans shall be coordinated with Architectural and Fire-Protection Floor Plans.
- l) Chilled and condensed water distribution with profiles, sections, and details, etc. Show existing utilities through actual inspection at the site. All Plans shall be coordinated with electrical and plumbing drawings.
- m) Automatic temperature control drawings including point schedules for all trades, a riser diagram showing locations of Building Management System (BMS), and field data gathering panels. Show location of the BMS and peripherals on floor plans.

6. Fire Protection Systems

- a) Sprinkler room location with sprinkler service entry points.
- b) Sprinkler flow control valve station locations at each floor and coordinate with fire alarm system and electrical drawings.
- c) Sprinkler layout with sprinkler heads and piping for entire building. Coordinate flow switch tie-in to the Fire Alarm Control Panel. All Fire Protection drawings shall include standard Fire Protection notes as required by the NYC Building Code.
- d) Schedules and drawings shall include sprinkler booster pumps, fire pumps, and jockey pumps.
- e) Sprinkler and standpipe riser diagram drawings.
- f) Locations for fire hose valves and riser control valves for standpipes.
- g) Fire Protection notes and symbol lists.
- h) Part plans for fire pump rooms. All Plans shall be coordinated with electrical and plumbing drawings. (1/4" = 1'-0" scale)

7. Plumbing and Drainage

- a) Site plan with north arrow properly oriented, showing all existing designated street sewer (with elevations), water, and gas services. All domestic & fire/sprinkler water, and gas services and sanitary / storm sewer entering and/or leaving the building sized and designated. Gas meter piping assembly sized and designated. Hydraulic calculations for storm flow per NYC Department of Environmental Protection (DEP) requirements; site storm water drainage piping shall be indicated on the Drawings.
- b) List of symbols, abbreviations, plumbing building department notes and other applicable notes. Schedules for plumbing fixtures connections, fixture designations, pumps and water heater, etc.

- c) Floor plans showing designated locations for water heater room, water meter room gas meter room and all related domestic booster pump, hot water circulating pump, sewage ejector & sump pumps. All sized sanitary stacks, cold, hot & circulating water risers and leaders in their locations. All plumbing equipment and fixtures shown in conformance with architectural plans connected to soil, waste, vent and water lines and in turn to their respective stacks and risers with pipe sizes. Building house drain is sized and all soil/waste stacks connected, sized house storm drain connected to leaders, sub-house drain, house traps shown.
- d) Roof plan with roof drains coordinated with all trades sized and designated.
- e) Riser diagrams for all building piping systems shown and sized.
- f) Part Plans for kitchens, toilet rooms, and other congested piping areas. ($1/4'' = 1'-0''$ scale)
- g) Detail layout of "Fire Pump Room". ($1/4'' = 1'-0''$ scale)
- h) Related details and piping schematics for water heater, domestic water & fire/sprinkler services, etc.

8. Electrical

- a) Complete symbol list.
- b) Detail Site plan showing services for Electric, Telecommunication, CATV and City Fire Alarm System.
- c) Separate floor plans for all low voltage systems, power and lighting.
- d) Detail layouts of specialty rooms such as, but not limited to, Auditoriums, Kitchens, Science Rooms, Technology Rooms, telecommunication rooms, telecommunication closets, electrical switchboard room and electrical closets layout. ($1/4'' = 1'-0''$ scale).
- e) Lighting fixture and Panel schedules.
- f) Applicable electrical details.
- g) Single Line Riser diagrams for the following:
 - 1) Light and Power
 - 2) Telephone System
 - 3) Data Communication System including data drops for wireless network
 - 4) Video Surveillance System
 - 5) Intrusion Alarm System
 - 6) PA/Clock System
 - 7) TV Distribution System
 - 8) Miscellaneous Low Voltage Systems (Auxiliary Bell System, Fire Rescue Room Intercom System etc.)

9. Fire Alarm System

- a) Floor Plans

- b) Single Line Riser Diagrams
- c) Sequence of Operation in a Matrix format
- d) Notes and Symbols

Section 2.0.3 – Submissions / Deliverables

- A. For the 100% Phase Submission only, the Consultant’s Partner In-Charge for the Project shall sign and submit a letter, prepared on the Consultant’s letterhead, to the Authority “certifying” that all Submissions and Deliverables required by the Contract have been provided to the Authority.

The letter shall include the following information: School Name, Building ID, Borough, Contract Number, LLW Number, Description of Project, the Consultant’s Tax Identification Number, Submission Phase and Reason for Submission and List each Deliverable and quantity of each.

The Consultant shall provide the following sentence above or below the Partner in Charge’s signature line: *“I hereby certify, to the best of my knowledge and belief, that the Deliverables (i.e.: documents and electronic files, etc.) included in this submittal comply with all Contractual Services for the subject Phase/Sub-Phase and follow the format specified by the Authority.”*

Payment will not be released by the Authority for the above services unless the above “Certification Letter” is signed, received and processed by the Authority.

SECTION 2.1 – CONTRACT DOCUMENTS / PHASE IIA (50%)

Section 2.1.1 – General (Phase IIA)

- A. Unless otherwise directed by the SCA, the Consultant shall provide all Drawings, Specifications, Cost Estimates and other required documents as described herein and by Section 2.0-Phase II / Contract Documents / Scope of Services for the SCA’s review, comment and acceptance as well as all other Services described herein.

Section 2.1.2 – Drawings (Phase IIA)

- A. The Consultant shall provide all Drawings (Plans, Sections, Elevations, Details, Diagrams, Schedules, etc.) which shall be developed in sufficient detail so to describe and illustrate the full Scope of Work for the Project. The Drawings shall also be of sufficient detail so that a Detailed Cost Estimate is provided to the SCA with a reasonable degree of accuracy is provided to the SCA.

The following shall be substantially complete:

1. All Drawings shall be to a level of development, which is acceptable to the SCA, for this Phase.
2. Coordination within and between all drawings.
3. Major Elevations, Sections and Details related to all major features and systems such as, but not limited to; plans, building envelope, interior partitions, shafts, stairs, elevators, ceilings, and mechanical equipment.
4. Schedules for columns, beams, finishes, windows, louvers, doors, hardware, mechanical equipment including boilers, air handlers, fan coils, pumps, fans and expansion tanks, and electrical panels.

5. All riser diagrams and single line diagrams for all electrical and communications systems.

Section 2.1.3 – Calculations and Other Requirements (Phase IIA)

- A. The Consultant shall ensure that the requirements described herein are included in the Drawings and shall provide Calculations and other requirements to the SCA as follows:

1. Architectural

Calculations such as, but not limited to, Zoning, Egress and Energy Conservation shall have been completed and submitted to governing agencies and utilities.

2. Structural / Civil

- a) Calculations for typical foundation, framing, and seismic bracing members shall be submitted for review and record. In addition, when directed by the SCA, provide other necessary calculations.

- b) Storm water Pollution Protection Plans (SWPPP) and Calculations.

Prior to submitting the “Notice of Intent” (“NOI”) for Stormwater Discharges from Construction Activity to the (DEC), the Consultant shall have prepared and certified the required Stormwater Pollution Prevention Plan (SWPPP) as an “Additional Service”.

3. HVAC

- a) Detailed room by room heating and cooling loads accompanied by architectural drawings showing each zone, floor areas, and room schedules showing coordination between architectural room numbers and coded room numbers used for computer input.

- b) Provide room by room heating and cooling loads accompanied by architectural drawings showing each zone, floor areas, and room schedules showing coordination between architectural room numbers, and coded room numbers used for computer input. Update previous calculations during subsequent design phases to reflect all changes.

- 1) Derivation of “U” values, and window data for heating and cooling loads.
 - 2) Peak zone by zone heating and cooling loads.
 - 3) Building block loads.
 - 4) Psychometric charts for each air handling unit.
 - 5) Room by room air balance charts for each air handling unit.
 - 6) Submit selection of major pieces of equipment with catalogue cuts.
 - 7) Input manual for computer program used.

- c) Selection of major pieces of equipment with catalogue cuts.

- d) Individual room air distribution and temperature controls for representative samples of typical spaces.

- e) Sound/acoustic analysis to ensure compliance with SCA Design Requirements.

- f) Extent of Work for BMS (Building Management System), its planned capabilities, and point schedules.

- g) Verification of Air System Design as per the SCA Design Requirements.
- 4. Fire Protection Systems
 - a) Hydraulic calculation for sprinkler and standpipe systems.
- 5. Plumbing and Drainage
 - a) Calculations shall be completed for all equipment and systems.
 - b) All equipment shall be sized; such as piping, equipment, pumps, hot water heater, grease interceptors, acid dilution system, etc.
 - c) Fixture unit counts and sizing of sanitary, storm and domestic water services shall be finalized.
- 6. Electrical
 - a) Panel board and feeder sizing calculations.
 - b) Provide complete calculations such as, but not limited to:
 - 1) Electrical Service Sizing, and Lighting Design.
 - 2) Major equipment such as, but not limited to, HVAC Units.
 - 3) Exterior Lighting.
 - 4) Point by point lighting for rooms of instruction, offices, assembly spaces, corridors and stairs.
 - c) Provide catalog cuts for all selected lighting fixtures.

Section 2.1.4 – Specifications (Phase IIA)

- A. The Consultant shall provide all necessary Specifications, which at a minimum, provides the following:
 1. A table of contents of standard specification sections to be used, and
 2. An outline of each section to be used for which the SCA does not have a Standard Specification Section.
- B. At 50% the Consultant shall provide the edited table of contents for the Specifications for the project, edited using MS Word “Track Changes” to show inserts and additions in bold and strikeout deletes.
- C. Specifications for any items not included in the SCA Standards, but nevertheless essential for the proper execution of the Work, shall be written by the Consultant and submitted for review, comment and acceptance by the SCA.

Section 2.1.5 – Cost Estimates 1 (Phase IIA)

- A. The Consultant shall provide Estimates of Construction Cost utilizing the SCA Cost Estimating System (CES), as required by the SCA for review, comment and acceptance. In addition, the following shall be provided:

¹ See SCA C.I.P. Consultant Manual

1. Design Contingency and Escalation costs shall be separately identified and quantified. If they are 0, it shall be so stated. Escalation shall be to the midpoint of construction and stated in month and year.
2. Design Contingency and Escalation shall be added separately at the bottom of the estimate summary.
3. Unique Phasing costs and Hazardous Materials costs shall be identified and quantified separately.
4. The Estimate total for projects with multiple Low Level Numbers (LLWs) shall be broken down separately on the Summary page.

Section 2.1.6 – Submissions / Deliverables (Phase IIA)

- A. When directed by the SCA the Consultant shall submit the following Deliverables, which are subject to review, comment and acceptance by the SCA:

<u>Deliverable</u>	<u>Quantity</u>
• Drawings**	One Electronic Copy
• Specifications**	One Electronic Copy
• Reports, Calculations and Other Required Documentation	One Electronic Copy
• Estimates*	One Electronic Copy
* The Estimates of Construction Cost shall be submitted utilizing SCA Cost Estimating System (CES).	
** For review purposes only. Refer to SCA Electronic Document Submission and Review Guide and SCA CADD manual.	
unless directed otherwise by the SCA, Electronic Drawings shall be formatted to be printed on Sheets that measure <u>no greater than</u> 24" x 36".	
<ul style="list-style-type: none"> • Unless directed otherwise by the SCA, drawings shall <u>not</u> utilize match-lines. • Drawings may be electronically or photographically reproduced at a reduced scale. 	

SECTION 2.2 – CONTRACT DOCUMENTS / PHASE IIB (100%)

Section 2.2.1 – General (Phase IIB)

- A. The Consultant shall provide all Drawings, Specifications, Cost Estimates and other required documents as described herein and by Section 2.0-Phase II Contract Documents / Scope of Services for the SCA's review, comment and acceptance.
1. The Consultant shall resubmit Compliance Documents (Drawings, Specifications, Cost Estimates and other required documents) until all of the SCA's comments are addressed to the SCA's satisfaction.
- B. Upon receipt of the SCA's acceptance of the Phase II / 100% Contract Documents, the Consultant shall deliver the required Contract Documents in accordance with Section 2.2.8 – Submissions and Deliverables, Paragraph B.
1. Contract Documents for Bid will not be accepted by the SCA without full approval from the Building Code Compliance Division.

C. The Consultant shall coordinate and integrate documents such as, but not limited to, Asbestos Abatement Documents as provided by the SCA into the Contract Documents.

Section 2.2.2 – Drawings (Phase IIB)

A. When required for the proper execution of the Scope of Work for a specific Project, the Consultant shall provide all Drawings (Plans, Sections, Elevations, Details, Diagrams, Schedules, etc.) which shall be developed in sufficient detail so to describe and illustrate the full Scope of Work for the Project. The Drawings shall also be of sufficient detail so that a Detailed Cost Estimate is provided to the SCA with the highest degree of accuracy.

1. All Drawing required by this Phase and previous Phases shall be complete.
2. All Plans, Elevations, Sections, Details, Schedules, Diagrams and ancillary drawings for the proper execution of the Work shall be complete as well as all drawing sections and detail references.
3. Coordination in and between the Contract Documents for all disciplines shall be complete.

Section 2.2.3 – Calculations and other Requirements (Phase IIB)

A. All necessary calculations shall have been completed by the Consultant prior to the completion of this Phase.

B. The Consultant shall provide a final “Acoustical Report”.

C. When required for the proper execution of the Scope of Work, the Consultant shall ensure that the requirements described herein are included within the Drawings and shall provide Calculations and other requirements as follows:

1. Architectural

All required calculations such as, but not limited to, Zoning, Egress, and Energy Conservation shall have been completed and approved by governing agencies and utilities prior to submission to the SCA.

2. Structural

Calculations for typical foundation, framing, and seismic bracing members shall be submitted for review and record. When directed by the SCA, provide other necessary calculations.

3. HVAC

- a) Complete and final calculations for all HVAC equipment and systems.
- b) Sound analysis of various systems and steps taken to ensure compliance with the SCA's interior noise criteria as well as the external noise criteria requirements of the NYC Department of Environmental Protection.
- c) Heating and cooling load calculations with major equipments selection criteria (e.g. All mechanical equipment units, exhaust fans etc.)
- d) Acoustical Report as required by Design Requirement 6.2.25.

4. Fire Protection Systems

Complete standpipe layout drawings, sprinkler layout drawings with sprinkler heads and related piping for the entire building. Coordinate flow switch tie-in to the Fire Alarm Control Panel. Provide final standpipe and sprinkler riser drawings. All sprinkler and standpipe drawings shall include fire protection notes as required by the NYC Building Code.

5. Plumbing and Drainage

Calculations and sizing of all equipment and systems shall be complete and final.

6. Electrical

Calculations for Electrical Service shall be complete and final.

Section 2.2.4 – Specifications (Phase IIB)

A. The Consultant shall provide Final Specifications, for all Sections, as required for the proper execution of the Work which shall be complete and fully describe the full Scope of Work for the Project so that a Detailed Cost Estimate is provided to the SCA with the highest degree of accuracy.

1. After approval by the SCA of non-standard specification sections, the Consultant shall include such into the final Contract Documents.
2. Specification Divisions 1 through 16, the respective Sections therein, and Drawings shall be fully coordinated.
3. Specifications submitted for the 100% and Compliance Submission, prior to final turnover, shall be edited using MS Word Track Changes with bold inserts and additions and strikeout deletes for the review and acceptance by the SCA.
4. The Final Specification at project turnover with all of the bold inserts and additions and the strikeout deletes edited using MS Word Track Changes.

Section 2.2.5 – Cost Estimates (Phase IIB)

A. The Consultant shall provide Estimates of Construction Cost as required by Section 2.1.5 – Cost Estimate to the SCA for review, comment and acceptance.

B. Design Contingency should be zero at this Phase.

Section 2.2.6 – Other Required Submissions and Approvals (Phase IIB)

A. The Consultant shall provide Other Required Submissions and Approvals as follows:

1. A consolidated “Master List” of required Contractor submissions.
2. The Consultant shall submit “Samples of Materials” to be used in the Project. The SCA, at its discretion, may select samples for testing. In the event the SCA is not satisfied with any sample, the Consultant is to recommend a substitute construction material.
3. The Consultant shall include a “Color Schedule” of three (3) color palettes (including paint color chips and materials), hereinafter referred to as “Color Schedule” in its submittals as part of the

Contract Documents.

Section 2.2.7 – Submissions / Deliverables (Phase IIB)

- A. When directed by the SCA, the Consultant shall submit the following Deliverables, which are subject to review, comment and acceptance by the SCA:

<u>Deliverable*</u>	<u>Quantity</u>
• Drawings	One Electronic Copy **
• Specifications	One Electronic Copy
• Reports, Calculations and Other Required Documentation	One Electronic Copy
• Estimates	One Electronic Copy*
• Written Responses to the SCA's Comments	One Electronic Copy

* The estimate of construction cost shall be submitted utilizing SCA cost Estimating System (CES).

** **For review purposes only**, Refer to SCA Electronic Document Submission and Review Guide and SCA CADD Manual on SCA website.

Unless directed otherwise by the SCA, Electronic drawings shall be formatted to be printed on Sheets that measure no greater than 24" x 36".

- Unless directed otherwise by the SCA, drawings shall not utilize match-lines.
- Drawings may be electronically or photographically reproduced at a reduced scale.

- B. Upon the SCA's written notification of acceptance of the Phase II / 100% Contract Documents, the Consultant shall submit the following to the SCA:

1. Copies of all Contract Documents bearing the required stamps of approval from all City, State or Federal Agencies having jurisdiction. These documents shall be accompanied by all necessary applications and certificates of approval from all City, State or Federal Agencies having jurisdiction, as well as all required local utility approvals and service layouts (i.e.: Con Edison, KeySpan, Time Warner, Verizon, etc.).
2. "Certification" that the Contract Documents conform to all of the SCA's Requirements and Standards.
3. Provide a "Certificate of Completeness", which states that to the best of its knowledge and beliefs that these completed Services meet the requirements of the Contract, all applicable regulatory agencies, local utilities and that all review comments, received from the SCA, have been properly addressed. The statement shall be in the form of a letter, on the Consultant's letterhead, signed by the Partner or Officer-in-Charge and attached to the submission which shall be addressed to the SCA.

Note: Payment will not be released by the SCA for the above services unless the above "Certification Letter" is signed, received and processed by the SCA.

4. The Consultant shall complete and submit a "Turn-over" checklist as prescribed by the SCA.
5. In a format required by the SCA, identify and update (BCAS) deficiencies addressed in the

Project's Work.

6. A "Certification of Asbestos Containing Material (ACM)", which states to the best of its knowledge and beliefs that these completed design services do not specify asbestos containing materials. The statement shall be in the form of a letter addressed to the SCA, affixing the Architect or Engineer of Record's seal and forwarded to the SCA.
7. Copies of the Final Cost Estimate which is comprehensive in detail and reflects all Work illustrated by the Drawings and as described by the Specifications. Contingencies shall have been deleted from this estimate.

The Contract Drawings and Specifications and all supporting documents, for bidding purposes, shall be electronically submitted in the SCA Turn Over Bid Set System (TOBSS).

8. An electronic copy of comprehensive "Master List" of Contractor submittals required by the specifications shall be provided and submitted in the SCA Turn Over Bid Set System (TOBSS) and it shall include the following:
 - a) An advance copy of the Specification's Table of Contents to be used for the basis of the Contractor's trade payment breakdown schedule.
 - b) All Certificates of warranties, guarantees of building equipment and building components specified.
 - c) Training manuals and training of the operation and safety procedures for Building Services and Custodial staff for all commissioned building equipment and systems.
 - d) Identified percentages and total number of attic stock of building components specified.
9. Upon receipt of the SCA's acceptance of the Contract Documents submitted in the SCA Turn Over Bid Set System in (TOBSS), the Consultant shall provide the following Electronic Documents, as required by Section 0.1.1, for SCA's archiving as follows:

CADD DRAWINGS AND OTHER ELECTRONIC DOCUMENTS (E.G. SPECS, ADDENDUM, BULLETIN, PHOTOGRAPHS, COST ESTIMATES, ETC.), TO BE FORWARDED TO THE CADD UNIT AS DESCRIBED IN SECTION 0.1.1SECTION 2.3 – CONTRACT DOCUMENTS / PHASE IIC (BID / AWARD)

Section 2.3.1 – General (Phase IIC)

- A. When directed by the SCA, the Consultant shall provide the following Services:

1. Attend Pre-Bid meeting(s).
2. Respond in writing, through the SCA, to Pre-Bid Questions (interpret plans and specifications) from potential Bidders.
3. Prepare and issue, through the SCA, addenda and supplementary drawings for the clarification of plans and specifications.
4. Provide an updated cost estimate, which reflects changes, modifications, and clarifications to the Contract Documents detailed in addenda and supplemental drawings to the SCA.
5. Review Contractor's bid breakdown(s) and provide an analysis in a format required by the SCA.

6. Attend "Pre-Award" meetings that are held by the SCA with the "Lowest Responsive/Responsible Bidder".

Section 2.3.2 – Submissions and Deliverables (Phase IIC)

- A. Prior to the Notice to Proceed (NTP) to a Contractor, the Consultant shall submit electronic copies as per Section 0.1.1 for the following:

1. CADD Drawing Files and other Electronic documents, for all items as described by Section 2.3.1.

If a Notice to Proceed is not issued and the Bid is cancelled, the Consultant shall submit the above to the SCA within thirty (30) consecutive calendar days of such cancellation.

SECTION 3.0 – CONSTRUCTION ADMINISTRATION / PHASE III

Section 3.0.1 – General (Phase III)

- A. Upon receipt of written notification from the SCA, the Consultant shall commence Phase IIIA Services.
- B. Unless otherwise indicated, "Phase IIIA – Construction Administration / Scope of Services" will be "Basic Services" performed during the construction of the Project.
- C. Phase IIIB Services will be "Additional Services" that shall be performed during the construction administration of the Project.

SECTION 3.1 – CONSTRUCTION ADMINISTRATION / PHASE IIIA

Section 3.1.1 – General (Phase IIIA)

- A. Upon receipt of the SCA's written direction to proceed, the Consultant shall commence Phase III Services. Unless specified otherwise, all Services described herein shall be part of the Basic Services.
- B. The Consultant shall be the SCA's design representative during the performance of the Work and shall consult with and advise the SCA on all design and technical matters, and resolve Contractors' questions concerning the Contract Documents. The Consultant shall supply the SCA with copies of all correspondence, reports, comments, transmittals, requests, acted-upon shop drawings, and other submittals as well as all other information relating to the Work.
- C. The Consultant shall enter into "CM-13", on no less than a weekly basis, all correspondence including, but not limited to; Meeting Minutes, Requests for Information (RFI's); Non-Conformance Reports (NCR's); Shop Drawings, Submittals, and Bulletins into the SCA "CM-13" system.
- D. The Consultant shall not perform any Construction Administrative Services other than those described herein without prior written approval from the SCA's Department of Architecture & Engineering's representative.

Section 3.1.2 – Submittals (Phase IIIA)

- A. Process complete Contractor submittals within fourteen (14) calendar days of receipt, including review of, and appropriate action on Shop Drawing Submittal Schedule, Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents. In the event the Consultant receives a large number of submittals at the same time, they shall be prioritized for response in consultation with the Project Officer.

B. The Consultant shall promptly review all requests for “equal materials or equipment” as well as all proposed “substitutions” and respond within fourteen (14) consecutive calendar days, or earlier if required by the Construction Schedule.

1. Products submitted as substitution cannot be rejected on the sole basis that the product is not listed in the Contract Document’s Specification. Approval of certain “or equal” substitution listed in the SCA’s A&E Procedural Guidelines require concurrence of the SCA.

Where the Contractor proposes an alternate material or system which is not an “equal” to that specified by the Consultant, the Consultant shall obtain concurrence of the SCA if they deem the Contractor's proposal appropriate.

C. The Consultant shall not approve any submittals unless such submittals conform to the intent of the Contract Documents.

1. The Consultant shall review all satisfactorily prepared Submittals and shall return each Submittal to the SCA, Contractor and other authorized representatives of the SCA with a stamp indicating the Consultant’s response to the submission. The stamp shall indicate one of the following responses:

- a) **No Exceptions Taken** – The Work covered by the submittal may proceed to fabrication/installation provided it complies with the requirements of the Contract Documents. This review action does not authorize changes to Contract Sum or Contract time. (“Approved” or “Accepted” are alternate comments with the same meaning”.)
- b) **Make Corrections Noted** – The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract. The response indicates that portions of the submittal have been questioned and found to be in deviation/conflict with the requirements of the Contract Documents, notes need to be added for clarity, and/or the submittal requires field verification. Resubmission is required only if the Contractor is unable to comply with noted corrections. Resubmission must clearly indicate items varying from the noted corrections and other changes made from the previous submission. (“Approved as Noted - No Resubmission Required” is an alternate comment with the same meaning.)
- c) **Rejected: Revise and Resubmit** – The response indicates the submittal is deficient. Additional information is required to complete the review. Work covered by the submittal may not proceed – purchasing, delivery, fabrication or installation **MAY NOT** be undertaken. The Contractor is to revise or prepare a new submittal according to the comments. (“Revise and Resubmit” is an alternate comment with the same meaning.)
- d) **Rejected: Not Acceptable for Review** – The response indicates that the item does not meet the requirements of the Contract or the submittal is incomplete and has not been reviewed. Do not proceed with the work covered by the submittal – purchasing, delivery, fabrication or installation **MAY NOT** be undertaken. Prepare a new submittal complying with the Contract requirements; resubmit immediately. (“Not Approved” is an alternate comment with the same meaning).

D. The Consultant shall maintain a Master File of the Submittal Schedule and all submittals using a format approved by SCA.

E. The Consultant shall notify the SCA of all submittals and re-submittals that are outstanding.

Section 3.1.3 – Interpretations and Clarifications of the Contract Documents (Phase IIIA)

- A. The Consultant, through the SCA, shall act as initial interpreter of the requirements of the Contract Documents and shall render any assistance that the SCA may require with respect to any claim or action relating to the Consultant's Services during or subsequent to the design or construction of the Project including, but not limited to, review of claims, preparation of technical reports and participation in negotiations both before and after it has otherwise completed performance of the Contract.
- B. The Consultant's final decisions on matters relating to the aesthetic effect shall be consistent with the intent expressed in the Contract Documents.
- C. The Consultant shall respond to all Requests for Information (RFI) and provide interpretations and decisions that shall be consistent with the intent of the design and shall be reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.
 - 1. The Consultant shall respond, through the SCA, to all RFI's and prepare, reproduce and distribute supplemental Drawings, Specifications and interpretations in response to such requests within seven (7) consecutive calendar days.
 - 2. For all RFI's that result in a Bulletin, PCO, or Change Order to the Contractor, see Section 3.1.4 - Proposed Change Orders, Change Orders and Bulletins.

Section 3.1.4 –Proposed Change Orders, Change Orders and Bulletins (Phase IIIA)

- A. The Consultant shall review all Proposed Change Orders (PCO) and Change Orders for their effect and perform an analysis of the validity and reasonableness associated with labor, quality and quantity of materials and make recommendations to the SCA.
- B. The Consultant shall prepare Bulletins and provide required drawings, specifications, estimates, and other supporting data as necessary as expeditiously as is appropriate. Typically, Bulletins shall be submitted within fourteen (14) consecutive calendar days of A&E's direction to proceed; however, more time may be warranted or appropriate for certain Bulletins. For each Bulletin, the Consultant and the Project Officer shall discuss and agree upon a Bulletin Delivery Date which the SCA deems reasonable and appropriate in the context of the overall Project and its priorities.
- C. The Consultant shall begin the preparation of the Bulletin immediately upon receipt of written direction from the SCA A&E representative.
- D. Bulletins shall be issued as per the SCA Architectural & Engineering's Procedural Guidelines and shall indicate any additional cost to the SCA or credit due the SCA (with a breakdown of additional costs and credits as necessary), and whether the item is the result of a field condition, change in program, or a design error or omission.

Section 3.1.5 – Final Record Drawings (As-Built Drawings) (Phase IIIA)

- A. The Consultant shall review for accuracy the Contractor's Final Record Drawings (As-Built Drawings) for all changes made during the performance of the Work resulting from, but not limited to, Addenda, Bulletins, Change Orders, Amended Drawings, and other interpretations, orders, or directions related to the Work.
 - 1. If the Consultant deems that the Contractor's Final Record Drawings (As-Built Drawings) have incorporated all changes resulting from, but not limited to, Addenda, Bulletins, Change Orders, Amended Drawings; and other interpretations, orders, or directions related to the Work, the Consultant shall sign and submit a letter, prepared on the Consultant's letterhead, to the SCA,

stating that to the best of its knowledge and belief, all such changes have been incorporated within the Contractor's Final Record Drawings.

2. If the Consultant deems that the Contractor's Final Record Drawings have not incorporated all changes resulting from, but not limited to, Addenda, Bulletins, Change Orders, Amended Drawings; and other interpretations, orders, or directions related to the Work, the Consultant shall identify each "Final Record Drawing" that does not incorporate such changes and shall return the Final Record Drawings to the SCA for the Contractor's information and action.
3. This process shall be repeated until the Consultant deems that the Contractor's Final Record Drawings have incorporated all changes resulting from, but not limited to, Addenda, Bulletins, Change Orders, Amended Drawings; and other interpretations, orders, or directions related to the Work.

Section 3.1.6 – Amended Drawings (Phase IIIA)

- A. The Consultant shall provide Amended Drawings for, but not limited to, all revisions resulting from Addenda, Bulletins, Change Orders and other interpretations, orders or directions related to the Work that are required to be filed with regulatory agencies, such as the SCA Building Code Compliance Division.
 1. All Services required to Amend Drawings due to changes initiated by the SCA or field conditions, which are not a result of the Consultant's failure to perform its duties, shall be an "Additional Service".
- B. When required by the rules and/or regulations of a governing public or private regulatory agency, which includes the SCA Building Code Compliance Division, Amended Drawings shall be submitted to the appropriate regulatory agency for review and approval within fourteen (14) consecutive calendar days of the date the Work that was changed and/or revised.

Section 3.1.7 – Tests (Phase IIIA)

- A. The Consultant shall review and recommend action to be taken by the SCA when results from required testing does not meet or exceed required criteria.

Section 3.1.8 – Meetings, Observations / Inspections and Reporting (Phase IIIA)

- A. Project Visits: The Consultant and its Sub-consultants shall visit and inspect the Project with sufficient frequency to become generally familiar with the progress and quality of the Work, and identify Work that does not conform to the Contract Documents.
 1. Consultant and its Sub-consultants shall advise the SCA of all Work that does not conform to the Contract Documents and issue Non-Conformance Reports (NCR) for such Work.
 - a) The Consultant shall, at a minimum, visit the Project **once every two weeks** for the full duration of the Work as provided by a Project's NTP. (Note: Project Visits may be coordinated with Construction Project Meetings held at the Site.)
 - b) The Consultant shall require its Sub-consultants to perform Project Visits during construction when Work related to such Sub-Consultant's Services is in progress. These visits shall be made, by appropriate Sub-consultants, at intervals that are appropriate to the stage of the work but not less than **once every two weeks** during the performance of such Work for the full duration of the Work as provided by a Project's NTP. (Note: Project Visits may be coordinated with Construction Project Meetings held at the Site.)

2. The Consultant and its Sub-consultants will not typically be required to make exhaustive or continuous Project Visits. Project Site Visits that are beyond that which are required by the Contract Documents or reasonably anticipated for a Project and its related Work, that are required by the SCA shall be performed as an "Additional Service".
- B. Construction Project Meetings: The Consultant shall attend Construction Project Meetings **once every two weeks** for the full duration of construction as provided by a Project's NTP.
1. The Consultant shall take and provide meeting minutes in a format required by the SCA.
 2. The Consultant shall require its Sub-consultants to attend Construction Project Meetings when Work related to such Sub-Consultant's Services is in progress.
- C. Consultants and/or its Sub-consultants will not be compensated for Project Visits and/or Construction Project Meetings that are required to resolve problems due to deficiencies in the Contract Documents, errors, omissions, resulting from the Consultant's or its Sub-Consultants' failure to perform its duties and Services or from field conditions that were ascertainable during Phase I and/or Phase II of the Design Phase.
- D. "Progress Inspections": When requested, in writing, by the SCA to perform "*Progress Inspections*" that are required by NYC Building Codes, Rules, Regulations, etc., the Consultant shall perform such Services as an "Additional Service".

Section 3.1.9 – Green Design (Phase IIIA)

[Note - This section is intended for projects that must comply with the NYC Green Schools Rating System. Omit section for projects where compliance with NYC Green Schools Rating System is not required (Typical of CIP projects). Verify for referenced project.]

- A. The Consultant shall submit to the SCA the required "Construction Submission" (checklists, construction documents and certifications) as required by the NYC Green Schools Guide.
- B. The Consultant shall review the Contractor's "Green Submissions" for correctness and completeness, compile and maintain all such submissions for the SCA.
 1. The Consultant shall not accept incomplete or incorrect "Green Submissions" from the Contractor.
 - a. The Consultant shall identify where corrective action is required by the Contractor and return incorrect or incomplete "Green Submissions" to the SCA for corrective action by the Contractor.
 2. This process shall be repeated until the Consultant deems that the Contractor's "Green Submission" to be correct and complete.
- C. Upon completion of all construction phase "Green Submissions" the Consultant shall submit one hard copy of all such submissions to the SCA as per the SCA Architectural & Engineering's Procedural Guidelines.

Section 3.1.10 – Substantial Completion and Punch List (Phase IIIA)

- A. Upon notice from the SCA that the Work, or a portion thereof, is Substantially Complete, in accordance with the Contract Documents, the Consultant and its Sub-consultants shall:

1. In conjunction with the SCA, perform a detailed inspection of all Work; verify compliance with all “*Progress Inspection*” and “*Special Inspection*” requirements; and determine if the Work is Substantially Complete.
 - a) The Consultant and its Sub-consultants shall advise the SCA, in a format acceptable to the SCA, of all Work that does not conform to or is not complete as per the Contract Documents.
 - 1) Any subsequent additional Substantial Completion inspections shall be an “Additional Service”.
 - b) When the Work is Substantially Complete, the Consultant shall state to the best of its knowledge and belief that the Work is in accordance with the Contract Documents, and that all essential systems and equipment affecting the life, safety and health of the occupants are in place and have been tested and accepted by the SCA and/or appropriate regulatory agencies, assist the SCA in obtaining a “Temporary Certificate of Occupancy”, and sign and affix their professional seal to the SCA Certificate of Substantial Completion.
 - c) When directed by the SCA in writing the Consultant and its Sub-consultants shall perform detailed inspections, with the SCA Project Officer, and prepare a detailed Punch List for all Work as an “Additional Service”.
- B. Upon notice from the SCA that Punch List work has been completed, and inspections and approvals of official(s) having jurisdiction over the Work are complete, the Consultant, as an “Additional Service”, shall:
1. In conjunction with the SCA, inspect and determine if the Work is complete;
 - a) The Consultant shall indicate which Punch List items are complete or incomplete. This process shall be repeated by the Consultant until all Punch List Work is deemed complete.
 2. When all Punch List Work is deemed complete by the Consultant, the Consultant shall issue a statement, to the SCA, that all Punch List Work has been completed.

Section 3.1.11 – Certificate of Occupancy (Phase IIIA)

- A. When directed by the SCA, in writing, the Consultant shall assist the SCA in obtaining a “Final Certificate of Occupancy” as an “Additional Service”. In addition, the Consultant shall prepare and administer the processing of the necessary forms and paperwork for, but not limited to, the establishment and/or correction in the official city records of, the defined zoning lots, tax lots, declarations of maintenance, lot line window declarations, easements, house numbers, metes and bounds on the zoning lot certification exhibits, house number applications, Local law 16/84 compliance reports, as directly related to the properties affected by the Work .
1. The SCA will provide the Consultant with all necessary legal documentation and will review the applicable forms, declarations and exhibits for compliance with available legal records and shall execute the forms with proper signatures and endorsements as is applicable to the SCA, and return all such documents to the Consultant for administrative processing.

SECTION 3.2 – CONSTRUCTION ADMINISTRATION / PHASE IIIB – TECHNICAL SERVICES

Section 3.2.1 – General (Phase IIIB)

- A. Upon receipt of written notification from the SCA, the Consultant shall provide the following Technical

Services, as described herein, as “Additional Services”.

1. The Consultant and its Sub-consultants shall provide Technical Field Representative(s) as agreed upon, in writing, by both the SCA and the Consultant.
 2. The Consultant’s and its Sub-consultants’ Technical Field Representative shall be an employee with an Architectural, Engineering or Construction Management background.
 - a) The Consultant shall submit the resume(s), qualifications and proposed salary of the Technical Field Representative(s) for approval by the SCA before assigning the Representative(s) to the Project.
 - 1) Technical Field Representative shall have, at a minimum, either a degree in Architecture, Engineering or Construction management and 5-years of related experience (or); 10-years of related experience without a degree.
- B. The Consultant shall not perform any Construction Administrative Services other than those described herein without prior written approval from the SCA Department of Architecture & Engineering’s representative.

Section 3.2.2 – Technical Field Representative (Phase IIIB)

A. The Technical Field Representative(s) shall assist the SCA in ensuring that the Work conforms to the Contract Documents and that the quality of the Work meets acceptable standards.

1. The Technical Field Representative(s) services shall include, but not be limited to, the following:
 - a) Perform on-Site observations of the progress and quality of Work and observe tests required by the Contract Documents to determine if the Work is being performed in a manner so that when completed it will be in conformance with the Contract Documents. Notify the Consultant and the SCA immediately if, in their opinion, the Work does not conform to the Contract Documents or requires special inspection or testing. The Consultant shall issue a NCR for all Work that does not conform to the Contract Documents.
 - b) Through the SCA, respond to various Requests for Information from the Contractor and provide interpretations of Contract Documents within seven (7) consecutive calendar days.
 - c) At the discretion of the Consultant and the SCA, review requests for Change Orders by the Contractor and submit them, together with recommendations, to the Consultant and the SCA for review and approval.
 - d) Attend meetings as directed by the Consultant and authorized by the SCA and report to the SCA on the proceedings.
 - e) Attend and participate in site meetings initiated by the SCA and prepare meeting minutes. The Consultant shall forward the meeting minutes to all parties **within seventy-two (72) hours**. The attending parties shall have (5) five working days to respond to meeting minutes.
 - f) Maintain records at the construction site in an orderly manner including correspondences, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data, and similar submittals; supplementary drawings, color schedules, requests for payment; and names, addresses and telephone numbers of the Contractors, sub-contractors and principal material suppliers.
 - g) Maintain a log book of activities at the site, including weather conditions, nature and location

of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contractor's sum or time.

- h) Notify the Consultant and SCA if any portion of the Work requiring Shop Drawings, Product Data or Samples has commenced before such submittals have been approved. Receive and log Samples required at the site, and arrange for their examination recording the Consultant's approval or other action. Maintain custody of copies of approved shop drawings at the site.
- i) Observe the Contractor's Project Record Documents at intervals appropriate to the state of construction and notify the Consultant and SCA of any apparent failure by the Contractor to maintain up-to-date records.
- j) Observe the startup of major systems and confirm in writing the proper operation of said systems.

ATTACHMENT 3:

FORM OF PROPOSAL AND EVALUATION CRITERIA

FORM OF PROPOSAL/EVALUATION CRITERIA

Proposals shall be organized as shown below with clearly labeled sections, as indicated in the Table of Contents.

Proposal Due Date: April 3, 2023, not later than 12:00PM.

Proposers must submit their proposal and other relevant information as pdf file.

Proposals must include the following required documents:

- Table of Contents
- General Information Form (Attachment 4)*
- Technical Proposal
- Cost Proposal (Attachment 5)
- Resumes of Key Personnel/Staff (only if requested in Evaluation Criteria)
- Certificates of M/WBE Certifications (if applicable)
- List of Sub-Consultants (Attachment 6)
- Work History for Sub-Consultant Form(s) (Attachment 7, if applicable)*
- Completed Doing Business Data Form (Attachment 8)*

**Please submit as a separate pdf file and not with your Technical Proposal.*

ADDITIONAL information to be submitted, if necessary

- Firms are strongly encouraged to review the SCA's Standard Form of Contract and provide any and all comments SIMULTANEOUSLY with their proposals. A lack of comments will be considered full acceptance of the contract terms on the part of the firm. *Please submit as a separate pdf file and not with your Technical Proposal.*
- Maximum capacity for email attachment is 25mb.
- The SCA accepts link (such as DropBox), however, the SCA MUST be able to download ALL files.

Failure to submit any of the required documents may deem the proposal non-responsive.

SCA RFP 23-00073R
**Architectural & Engineering Services in Connection with Mechanical,
 Electrical and Plumbing Projects throughout New York City**

TABLE OF CONTENTS

This form **MUST** be included in your proposal as the Table of Contents and Proposals must be submitted in the order listed below. Your proposal should have 13 tabs.

TAB	ITEM	<u>Please check if Included or N/A</u>
1.	TABLE OF CONTENTS	<input type="checkbox"/>
2.	*GENERAL INFORMATION FORM (Attachment 4 of RFP) <i>(In addition to including in the "Technical PDF Proposal" provide this document as a separate pdf file).</i>	<input type="checkbox"/>
3.	INTRODUCTORY STATEMENT	<input type="checkbox"/>
4.	TECHINCAL PROPOSAL Section A – Appropriateness and Quality of Firm's Experience Section B – Qualifications of Proposed Staff Section C – Proposed Approach and Methodology Section D – Minority-/Women- Owned Business Enterprise Participation Section F – Financial Management and Timekeeping Approach	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.	*COST PROPOSAL (RFP Attachment 5, Section E) <i>(In addition to including in the "Technical PDF Proposal" provide this document as a separate pdf file and submit an electronic copy of your cost proposal in the Excel format provided.)</i>	<input type="checkbox"/>
6.	RESUMES OF PROPOSED KEY PERSONNEL/STAFF	<input type="checkbox"/>
7.	CERTIFICATE(S) OF M/WBE CERTIFICATION	<input type="checkbox"/> <input type="checkbox"/>
8.	*LIST OF SUB-CONSULTANTS (Attachment 6 of RFP) <i>(In additioinal to including in the "Technical PDF Proposal" provide this document as a separate pdf file).</i>	<input type="checkbox"/>
9.	*WORK HISTORY FOR SUB-CONSULTANT(S) FORM(S) (Attachment 7 of RFP) <i>(In additional to including in the "Technical PDF Proposal" provide this document as a separate pdf file).</i>	<input type="checkbox"/>
10.	*ACKNOWLEDGEMENT OF ADDENDA <i>(In additional to including in the "Technical PDF Proposal" provide this document as a separate pdf file).</i>	<input type="checkbox"/> <input type="checkbox"/>
11.	**COMPLETED DOING BUSINESS DATA FORM (Attachment 8 of RFP) <i>(Do not include in your Technical PDF Proposal. Provide this document as a separate pdf file).</i>	<input type="checkbox"/>
12.	**COMMENTS REGARDING FORM OF CONTRACT <i>(Do not include in your Technical PDF Proposal. Provide this document as a separate pdf file).</i>	<input type="checkbox"/>
13.	SUPPLEMENTAL INFORMATION (Optional)	<input type="checkbox"/> <input type="checkbox"/>

"Please ensure that these items are included in the "Technical PDF Proposal" and also as a separate pdf file.

"Please ensure that these items are submitted as separate PDF files and not with your "Technical Proposal".

 Submitted By:

INTRODUCTORY STATEMENT (not more than two (2) pages)

The Proposer shall:

Convey an understanding of the overall services required; summarize key points of the firm's proposal, including any explanatory remarks; provide information that demonstrates the Proposer's ability to perform the work in a complete, timely and professional manner, including, but not limited to past performance.

EVALUATION CRITERIA

Proposals will be evaluated and ranked based on the evaluation criteria established by the SCA and identified in Sections A through E by a "Selection Committee" composed of the SCA's personnel. In addition to the evaluation criteria listed below, only a responsive and responsible Proposer will receive an award.

Section A: Appropriateness and Quality of Firm's Experience	30%
Section B: Qualifications of Proposed Staff	30%
Section C: Proposed Approach and Methodology	20%
Section D: Minority/Women Owned Business Enterprise (M/WBE) Participation	10%
Section E: Cost	10%
Section F: Financial Management and Timekeeping Approach	N/A

Section A – Appropriateness and Quality of Firm's Experience **30%**

- Provide general background information explaining why the firm and its sub-consultants are well suited to perform the requirements of this RFP and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP, including but not limited to the description of the following:
 - Prior experience with New York City Agencies, such as Department of Education, and/or SCA and familiarity with New York City regulatory agencies and their requirements.
 - Prior experience in performing roof core cuts at selected roof areas and preparation of documents related to existing roof system construction.
 - Prior experience in determining roof composition, subsurface conditions and providing samples for laboratory testing.
 - Prior experience in the evaluation of type of construction and type of roof assembly.
 - Prior experience in the determination of the roof assembly's performance and deficiencies.
- List a minimum of three (3) projects specific to the type of work described in Attachment 2 that your firm has completed. For each project, include:
 - A detailed description of the scope;
 - Date of completion;
 - Cost;
 - The role of your firm;
 - Client/Company name;
 - Name, title, and role of reference at the project;
 - Client/Company address and phone number.
- In addition, provide a minimum of three (3) client references for which your firm **has provided or is currently providing** the type of work described in Attachment 2. For each project, include the similar details as requested in this Section A. **It would be preferable that for these requested references, at least one (1) be that of a governmental organization. If applicable, include prior SCA projects completed by your firm.**

- For each portion of the work and/or discipline, describe the services that will be provided directly by your firm, and if applicable, by any sub-consultant(s). Sub-consultant(s) must be identified by discipline in this Section, and be listed in Attachment 6-List of Sub-consultant(s).
- Indicate the sub-consultant(s)'s relevant work experience as it pertains to the Scope of Services set forth in this proposal, and in the format described in bullet 2 of this Section A above.

Section B – Qualifications of Proposed Staff **30%**

- Discuss the proposed team organization (with organization chart), including the proposed key staff and other personnel required for this project during the required period.
- For the roles required under this RFP as indicated in the Scope of Services, provide a listing and resumes (attach separately) of proposed key personnel from the Prime and sub-consultant firms, who may fill the roles required in this RFP, inclusive of the following:
 - Each person's name;
 - Role and responsibilities with regard to providing the services requested in this RFP;
 - Any appropriate certifications/licenses must be attached;
 - Description of each individual's qualifications and experience, particularly in connection with current and past services related to the type of projects described in this RFP; and
 - Minimum of three (3) references including name, address, e-mail, and telephone numbers of contact persons; as well as, a brief description of projects within the past three (3) years the proposed individuals have undertaken. These references can be from the same firms as those provided as references in response to Section A above, and provided in the format indicated in said Section A.
- Provide names of proposed sub-consultant(s)/sub-contractor(s) and their staff with corresponding trade or discipline, who will be providing the required services under this RFP.

Section C – Proposed Approach & Methodology **20%**

- Describe management techniques/approaches that would be utilized under this contract.
- Describe past issues encountered and how these issues were resolved.
- Describe anticipated problems and proposed solutions, including innovative approaches in providing the required services, in collaboration with the User Department.
- Include information on, and indicate the availability of key staff and all other personnel required for this project during this period, including information about their designated duties and responsibilities, and the number of hours/percent of time each individual will be allocated to performing the required services.

Section D – Minority/Women Owned Business Enterprise Participation **10%**

To promote full participation by Minority-Owned/Women-Owned Business Enterprises (M/WBE) for SCA contracting opportunities for professional service contracts, the SCA will evaluate proposals to determine the level of meaningful participation by M/WBE firms. M/WBE firms may participate as prime consultants, sub-consultants or as joint venture partners. The level of participation will apply to all firms submitting proposals and will be evaluated by the selection committee. It will account for ten (10%) percent of the overall rating points used in the evaluation of the proposal. The maximum 10 points (10% of the overall rating points) will be awarded for minority participation (inclusive of prime consultants, joint venture partners, and sub-consultants) thirty (30%) percent or greater. Proposed participation range or TBD for any sub-consultant is not acceptable.

The SCA strongly encourages the use of M/WBE enterprises for participation as prime consultants, joint-venture partners, and sub-consultants for all SCA contracting opportunities. In order for M/WBE participation credit to be given, any proposed M/WBE participants must be formally certified by either the NYC School Construction Authority or the NYC Small Business Services (NYCSBS) at the time that the proposals are due to be submitted to the SCA. Proposers must provide proof of such certification at the time of submittal.

The proposal must identify the specific certified M/WBE firm or firms, that will provide pertinent services as provided in Attachment 2 Scope of Services, upon which evaluation credit is sought. The proposal shall indicate the extent and nature of the M/WBE's work, and include the percentage of the total engagement that will be performed by the M/WBE firm(s) identified in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable, but will only be given evaluation credit if it augments the primary service of this RFP. If this information is excluded from a firm's proposal, the proposal may receive a low rating for this criterion. **If M/WBE participation is not included, we ask that the proposer articulate why this is the case.**

Please note that it is at the sole discretion and judgment of the proposing firm to determine whether its proposed M/WBE firm(s) has/have the necessary qualifications and experience for the type of services and work to potentially be assigned.

All proposers may select M/WBE sub-consultants or joint venture with an M/WBE firm to receive a maximum of ten (10) M/WBE participation points. Proposers should describe in detail the level of participation of M/WBE firms, either as sub-consultants or as joint venture partners. Proposers shall indicate specifically the extent and nature of the M/WBE's scope of work as it relates to the services described in the RFP. Proposers must provide proof of certification with the SCA, or NYCSBS as a minority-owned, or women-owned, business enterprise, at the time of submittal.

NYC SCA Minority Certification applications are available online at:

<http://www.nycsca.org/MWLBE/Certification-Process>

NYC SCA Minority Certification lists are available online at: <https://dabusines.nyesca.org>

Once on this page, scroll to the bottom and click on the link "**Qualified/Certified Firms**" under category **Vendor Listings**.

Description of M/WBE participation must include:

- Name of Firms;
- Key personnel for each M/WBE firm that will work on this project;
- Nature of M/WBE participation that will be utilized, e.g. prime consultant, joint venture partner, or sub-consultant.
- Indicate the proposed percentage of M/WBE participation that will be utilized in connection with this contract. This percentage must also be indicated in Attachment 6.
- If applicable, copies of M/WBE certifications of the prime consultant and sub-consultants should be attached separately.
- The List of Sub-Consultants must be included with the proposal.

ALL PROPOSERS MUST COMPLETE ATTACHMENT 6.

Section E – Cost Proposal

10%

- Attachment 5 Cost Proposal must be completely filled out.
- Include appropriate proposed multiplier(s).

- Include the proposed multiplier(s) of all sub-consultants in Attachment 6: List of Sub-consultant(s).

Section F – Financial Management and Timekeeping Approach
 (not a weighted criterion)

N/A

- Describe your firm's financial management process, including but not limited to:
 - Identifying and describing any financial related management systems used as project management tools: e.g. Timekeeping System, Accounts Payable or Receivable applications that would be utilized to perform project related services.
- Describe the time/recordkeeping management system, techniques/approaches that would be utilized to perform project related services. Include a brief description of the timekeeping system – e.g. whether it is manual or electronic, its security protocols, reconciliation, reporting and audit functions.
- Identify whether your firm has a dedicated individual responsible for the coordination of employee timekeeping, as well as invoicing/requisitions for payment and financial management of each project and, if so, provide resumes of such individual(s).
- Indicate whether a resource will be dedicated for the processing of billing, i.e., Authorizations to Proceed (ATPs), Requests for Payments (RFPs), reconciliation of timesheets, etc., if so, provide resumes of such individual(s).

Please note that your firm's timekeeping system must meet the SCA's minimum standards as outlined in the Request For Payment Submission Guideline available at the SCA's website:

<http://www.nycsca.org/Vendor/Getting-Paid>

If your firm does not currently meet these minimum standards, proposer shall submit a transition plan, the feasibility of such a transition, and schedule for implementation of such a system, in anticipation of being able to do business with the SCA.

SUPPLEMENTAL INFORMATION
 (not a weighted criterion)

This section should include any additional information relevant to but not included in the previous sections, at the Proposer's option.

ATTACHMENT 4:

GENERAL INFORMATION FORM

SCA RFP No. 23-00073R

**Architectural & Engineering Services in Connection with Mechanical,
Electrical and Plumbing (MEP) Projects at Various Schools throughout New York City**

GENERAL INFORMATION FORM

NAME OF FIRM _____

PLEASE CHECK IF FIRM IS M/W/LBE CERTIFIED*:

O MBE

O WBE

O LBE

FIRM'S TAX ID NUMBER _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

CONTACT PERSON & TITLE _____

PRIMARY CONTACT E-MAIL ADDRESS _____

SECONDARY CONTACT E-MAIL ADDRESS _____

CONTACT TELEPHONE _____ **FAX:** _____

MAILING ADDRESS _____
(if different)

FIRM'S WEB ADDRESS _____

IF JOINT VENTURE (JV), PLEASE COMPLETE THE FOLLOWING:

NAME OF JOINT VENTURE: _____

TAX ID # FOR JOINT VENTURE: _____

NAME OF 1ST JV PARTNER: _____

NAME OF 2ND JV PARTNER: _____

TAX ID OF 1ST JV PARTNER: _____

TAX ID OF 2ND JV PARTNER: _____

PLEASE CHECK IF FIRM M/W/LBE CERTIFIED*:

O MBE

O WBE

O LBE

CONTACT PERSON: _____

CONTACT PERSON: _____

CONTACT TELEPHONE: _____

CONTACT TELEPHONE: _____

FAX: _____

FAX: _____

E-MAIL: _____

E-MAIL: _____

STREET ADDRESS _____

STREET ADDRESS _____

ATTACHMENT 5:

FORM OF COST PROPOSAL

ATTACHMENT 5

FORM OF COST PROPOSAL

I. Hourly Rates

Title	Maximum Not-to-Exceed Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$

Proposed Home Multiplier Rate: _____

Proposed Field Multiplier Rate: _____

Terms & Definitions

- **Hourly Rate:** The hourly rate shall be the Direct Personnel Expense.
- **Direct Personnel Expense:** shall include the hourly cost of salaries only. No additional allowances or factors shall be allowed for mandatory or customary benefits such as statutory employee status, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. **These expenses, as well as overhead and profit shall be included in the Multiplier Rate.**
- **Multiplier Rate:** may include: overhead, general and administrative expenses, fringes and fees.
 - **Home multiplier** is applicable for all work performed for the SCA at the Consultant's home office, and shall include direct salary, profit, general administrative costs and fees (including but not limited to building, office, communication, professional and Payroll/salaries expenses), and additional allowances or factors for mandatory or customary benefits such as fringe (including but not limited to sick leave, holidays, vacation, pension), and similar contributions and benefits for additional services.
 - **Field multiplier** is applicable for all work performed over an extended period of time for the SCA at the SCA's facilities, or at the office sites provided to the Consultant by the SCA. The field multiplier shall include all costs included in the home multiplier, except those that are related to the maintenance of an office (including but not limited to communication and building expenses). The multiplier rate will be calculated based on the firm's most recent audited/or reviewed financial statements. Audited/or reviewed financial statements must cover a full calendar and fiscal year period.

Cost Proposal Submitted By:

Firm Name

Tax ID

Signature of Authorized Person

Date

Print Name of Authorized Person

ATTACHMENT 6:

LIST OF SUB-CONSULTANT(S)

APPENDIX E-1 LIST OF SUB-CONSULTANT(S)

Name of Consultant:

Contract No: C00000

1-14

Architecture & Engineering Services in Mechanical, Electrical and Plumbing Projects at Various Schools throughout New

New York City

THE JOURNAL OF CLIMATE

Home Multiplier Rate:

MWBE STATUS OF PRIME:

SCA

100

<http://www.nycsca.org/MWLBECertification-Process> respectively.

Percentage of services to be performed by Prime Consultant: %.

Total proposed percentage of services to be assigned to M/WBE sub-consultant firms: _____ %.

Total proposed percentage of services to be assigned to non-M/WBE sub-consultant firms: _____ %.

Total proposed percentage of services to be assigned to non-M/WBE sub-consultant firms: _____ %.

Total Must Equal 100%

ATTACHMENT 7:

WORK HISTORY FOR SUB-CONSULTANT(S)

APPENDIX F
WORK HISTORY FOR SUB-CONSULTANT(S)

Name of Prime Consultant: _____ Tax ID#: _____ Contract #: C-XXXXX

Name of Sub-Consultant: _____ Tax ID#: _____

Address of the Sub-Consultant: _____

Contact Person: _____ Email: _____ Telephone Number: _____

Services to be Rendered under above-referenced Contract: _____

References for Sub-Consultant(s): List the six (6) largest contracts (\$ value) performed/completed within the last three (3) years.
 Work on listed projects must be complete.

1) Name & Location of Project: _____

Prime Consultant: _____

Project Contract Fee/Value (\$): _____ Start (MM/YY) – End (MM/YY) Dates: _____

Work Performed: _____

Contact Person: _____	Name (Type or Print)	Title (Type or Print)	Phone Number
-----------------------	----------------------	-----------------------	--------------

2) Name & Location of Project: _____

Prime Consultant: _____

Project Contract Fee/Value (\$): _____ Start (MM/YY) – End (MM/YY) Dates: _____

Work Performed: _____

Contact Person: _____	Name (Type or Print)	Title (Type or Print)	Phone Number
-----------------------	----------------------	-----------------------	--------------

3) Name & Location of Project: _____

Prime Consultant: _____

Project Contract Fee/Value (\$): _____ Start (MM/YY) – End (MM/YY) Dates: _____

Work Performed: _____

Contact Person: _____	Name (Type or Print)	Title (Type or Print)	Phone Number
-----------------------	----------------------	-----------------------	--------------

4) Name & Location of Project: _____

Prime Consultant: _____

Project Contract Fee/Value (\$): _____ Start (MM/YY) – End (MM/YY) Dates: _____

Work Performed: _____

Contact Person: _____	Name (Type or Print)	Title (Type or Print)	Phone Number
-----------------------	----------------------	-----------------------	--------------

5) Name & Location of Project: _____

Prime Consultant: _____

Project Contract Fee/Value (\$): _____ Start (MM/YY) – End (MM/YY) Dates: _____

Work Performed: _____

Contact Person: _____	Name (Type or Print)	Title (Type or Print)	Phone Number
-----------------------	----------------------	-----------------------	--------------

6) Name & Location of Project: _____

Prime Consultant: _____

Project Contract Fee/Value (\$): _____ Start (MM/YY) – End (MM/YY) Dates: _____

Work Performed: _____

Contact Person: _____	Name (Type or Print)	Title (Type or Print)	Phone Number
-----------------------	----------------------	-----------------------	--------------

ATTACHMENT 8:

DOING BUSINESS DATA FORM

Doing Business Data Form

To be completed by the City agency prior to distribution

Agency NYCSCA

Transaction ID Solicitation No. SCA-23-00073R

Check One Transaction Type (check one)

Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

If you are completing this form by hand, please print clearly.

Entity Information

Entity EIN/TIN _____ Entity Name _____

Filing Status

NEW: Data Forms submitted now must include the listing of organizations, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

(Select One)

- Entity has never completed a Doing Business Data Form. Fill out the entire form.
- Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.
- No Change from previous Data Form dated _____. Skip to the bottom of the last page.

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the Doing Business Database, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

The entity is not-for-profit The entity is an individual No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____



What is the purpose of the Doing Business Data Form (DBDF)?

To collect accurate, up-to-date identification information about organizations that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), a campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of entities doing business with the City and mandates the creation of a Doing Business Database to allow the City to enforce the law. The information requested in this DBDF must be provided, regardless of whether the organization or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this DBDF?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this DBDF is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the Doing Business Data Form. Exceptions include transactions awarded on an emergency basis or by "conventional" competitive sealed bid (i.e. bids that do not use a prequalified list or "Best Value" selection criteria.) Other types of transactions that are considered business dealings include real property and land use actions with the City.

What individuals will be included in the Doing Business Database?

The principal officers, owners and certain senior managers of organizations listed in the Doing Business Database are themselves considered to be doing business with the City and will be included in the Database.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer, or their functional equivalents. See the DBDF for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% of more of the organization. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed or the Data Form will be considered incomplete.

NEW FOR 2018: As of January 2018, the DBDF must report organizations, as well as individuals, that own 10% or more of the entity. A DBDF with such a certification, filed as a full (never filed before) or as a change form, must be submitted before an entity can then file a DBDF that indicates no changes since the previous form. Contact DBA at 212-788-8104 or at doingbusiness@mocs.nyc.gov to inquire if DBA has received such a form.

I have already completed a Doing Business Data Form, do I have to submit another one?

Yes. An organization is required to submit a DBDF each time it enters into a transaction considered a business dealing with the City, including contract, concession and franchise proposals. However, the DBDF has both a Change option, which requires only information that has changed since the last DBDF was filed, and a No Change option. No organization should have to fill out the entire DBDF more than once.

If you have already submitted a DBDF for one transaction type (such as a contract), and this is the first time you are completing a DBDF for a different transaction type (such as a grant), please select the Change option and complete Section 4 (Senior Managers) for the new transaction type.

Will the personal information on the DBDF be available to the public?

No. The names and titles of the officers, owners and senior managers reported on the DBDF will be made available to the public, as will information about the organization itself. However, personal identifying information, such as home address and date of birth, will not be disclosed to the public, and home address will not be used for communication purposes.

I provided some of this information in PASSPort; do I have to provide it again?

Yes. Although a Doing Business Data Form and PASSPort request some of the same information, they serve entirely different purposes. In addition, the DBDF requests information concerning senior managers, which is not in PASSPort.

What organizations will be included in the Doing Business Database?

Organizations that hold \$100,000 or more in grants, contracts for goods or services, franchises or concessions (\$500,000 for construction contracts), or that hold any economic development agreement or pension fund investment contract, are considered to be doing business with the City for the purposes of LL 34. Because all of the business that an organization does or proposes to do with the City will be added together, the DBDF must be completed for all transactions valued at more than \$5,000 even if the organization doesn't currently do enough business with the City to be listed in the Database.

No one in my organization plans to contribute to a candidate; do I have to fill out this DBDF? Yes.

All organizations are required to return this DBDF with complete and accurate information, regardless of the history or intention of the entity or its officers, owners or senior managers to make campaign contributions. The Doing Business Data Form must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the Data Form be completed?

A joint venture that does not yet exist must submit a DBDF for each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.

How long will an organization and its officers, owners and senior managers remain listed on the Doing Business Database?

- Contract, Concession and Economic Development Agreement holders:** generally for the term of the transaction, plus one year.
- Franchise and Grant holders:** from the commencement or renewal of the transaction, plus one year.
- Pension investment contracts:** from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
- Line item and discretionary appropriations:** from the date of budget adoption until the end of the contract, plus one year.
- Contract proposers:** for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
- Franchise and Concession proposers:** for one year from the proposal submission date.

For information on other transaction types, contact the Doing Business Accountability Project.

How does a person remove him/herself from the Doing Business Database?

When an organization stops doing business with the City, the people associated with it are removed from the Database automatically. However, any person who believes that s/he should not be listed may apply for removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the organization. Organizations may also update their database information by submitting an update form. Removal Request and Update forms are available online <https://www1.nyc.gov/site/mocs/resources/forms.page> or by calling 212-788-8104.

What are the campaign contribution limits for people doing business with the City?

Contributions to City Council candidates are limited to \$250 per election cycle; \$320 to Borough President candidates; and \$400 to candidates for citywide office. Please contact the NYC Campaign Finance Board for more information at www.nyccfb.info, or 212-306-7100.

The DBDF is to be returned to the City office that issued it.

If you have any questions about the Doing Business Data Form please contact the Doing Business Accountability Project at 212-788-8104 or doingbusiness@mocs.nyc.gov.