



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PREPARE DESIGN DOCUMENTS ASSOCIATED WITH CONSTRUCTION OF A NEW ACADEMIC BUILDING FOR ERIE COMMUNITY COLLEGE

RFP #1432VF

August 29, 2014

**DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, 10TH FLOOR
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP# 1432VF
TO PREPARE DESIGN DOCUMENTS ASSOCIATED WITH
CONSTRUCTION OF A NEW ACADEMIC BUILDING FOR
ERIE COMMUNITY COLLEGE

I. INTRODUCTION

The County of Erie, New York (the “County”), in close cooperation with Erie Community College, is currently seeking Proposal Statements from qualified Architectural / Engineering firms to provide design and construction administration phase services for a new Science, Technology, Engineering and Math (STEM) Building at Erie Community College (ECC) located at 6205 Main Street, Williamsville, New York. The estimated construction budget for this project is \$23 Million.

Proposers interested in providing said services are invited to respond to this request.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	August 29, 2014
Proposals Due:	September 15, 2014
Selection Made:	Fourteen (14) days following due date
Contract Signed:	Following all necessary County approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and four (4) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Thomas J. Dearing, Deputy Commissioner
Department of Environment and Planning
Edward A. Rath County Office Building
95 Franklin Street, Room 1062
Buffalo, New York 14202

All proposals must be delivered to the above office on or before September 15, 2014 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Thomas J. Dearing at Edward A. Rath County Office Building, 95 Franklin Street, Room 1062, Buffalo, New York 14202; Thomas.Dearing@erie.gov; (716) 858-7256, no later than 4:00 pm on September 11, 2014. Formal written responses will be distributed by the County on or before September 12, 2014. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. **All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name ("Erie Community College STEM Building - RFP #1432VF") and Cost Proposal.**

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

See Exhibit 1.

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;

- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that the selection committee will base their initial review on non-fee information. A short list for further review will be generated wherein an evaluation of fee proposals will occur. However, this review will not result in a selection of the low bid necessarily, but simply provide additional information for the Committee. It is fully expected that the final contract amount for the firm selected will be the result of negotiation between the firm and Erie County.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.

- The proposer’s presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a three (3) year period commencing November 1, 2014 and terminating October 30, 2017. The County, in its sole discretion may extend the agreement beyond the initial term for up to one (1) additional one-year period at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "*** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandises or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compenation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contractss require excess Umbrella Liability limits of \$5,000,000.
- VI. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- VIII. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- IX. Workers Compenation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

- X. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Exhibit 1

SCOPE OF SERVICES

1.1 Essential Services

The Design Professional agrees to provide all necessary architectural and engineering services required to professionally accomplish the Design Professional's scope of services.

1.1.1 Project Description:

The scope of work for this project will be to provide architectural/engineering services for the design and construction administration services of a new Science, Technology, Engineering & Mathematics (STEM) Building for Erie County Community College (ECC), located on ECC's North Campus in Williamsville, NY (See Attachment 1). The estimated construction budget for this project is \$23 million. The new state-of-the-art STEM Building shall be designed to house classrooms, laboratories, computer labs, faculty offices, a new Center for Interdisciplinary Practice and Simulation and to consolidate many of the College's existing and proposed STEM-related programs. This new flagship facility will provide opportunities for interdisciplinary collaboration, shared resources and will showcase the programs needed to attract and educate the region's future innovators.

1.1.2 Scope of Services Description:

Provide complete architectural/engineering services for programming, pre-design, schematic, design development, construction documents, bidding, and construction phase services for the design and construction administration services of a new 56,700 gross square foot STEM Building. The design shall be informed by the Program Needs Analysis and Space Utilization Assessment, dated 24 May 2013, prepared for Erie County and ECC.

The Design Professional shall provide Interior Design Services for the Project. These services shall include all coordination with Erie County and ECC representatives, vendors and suppliers of the furniture and equipment. Furniture and equipment plans, specifications, product cuts, listings by room and items, and budget information shall be provided by the Design Professional.

SEQRA services, performed under the direction of Erie County, has a Negative Declaration pursuant to Article 8 of the New York State Environmental Quality Review (SEQR) Act and its implementing regulations found at 6 NYCRR Part 617, dated June, 2014. A copy of the SEQR Negative Declaration is available by contacting Erie County Deputy Commissioner Thomas J. Dearing at Thomas.Dearing@erie.gov.

A CONSTRUCTION MANAGER WILL BE ENGAGED BY ERIE COUNTY. The project team will evaluate the use of a Project Labor Agreement (PLA) for this project. This process will take place during the building design stage and if deemed feasible, will then use a Single-Prime Contractor. The Design Professional will supply Bidding and Construction Phase services. The Design Professional shall perform Contractor prequalification services, during the development of the 100% Design and Estimate. These services shall include review of contractor Expressions of Interest to provide a short-list recommendation to the selection committee, conducting the pre-bid meeting and providing a recommendation regarding award of the contract.

The new building shall meet the criteria to obtain silver LEED certification, level “certified” as per the USGBC (United States Green Building Council) LEED rating system.

The new building shall be Commissioned (Cx) in accordance to USGBC (United States Green Building Council) LEED rating system.

1.2 Project Testing Services

1.2.1 The Design Professional shall, upon the direction of the Owner:

- (i) provide all appropriate and advisable Project testing requirements including, but not limited to, geotechnical, asbestos and hazardous substances, structural, chemical, electrical, or mechanical tests and investigations, and construction materials testing;
- (ii) prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to the Owner for review prior to the conduct of such testing.
- (iii) coordinate all testing and determine timing and order of all testing; undertake all testing;
- (iv) evaluate all test results; and,
- (v) recommend and undertake if so directed by the owner all necessary and advisable additional Project testing.

1.2.2 Additional Required Services or Modified Required Services, if any, included in Project Testing Services are listed in Attachment 2 of this Scope of Services and incorporated herein by reference.

1.3 Project Approval Services

1.3.1 As required for the Project, the Design Professional shall:

- (i) promptly assist the Owner in securing all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Design Professional shall timely assist the Owner in making application for rezoning, site plan approval, local variances or other approvals, including completion of all necessary applications and supporting documentation; and,
- (ii) attend any and all meetings required to secure all approvals from governing authorities with jurisdiction over the Project if so directed by the Owner.

1.3.2 The Design Professional shall obtain Fire Department, Buildings Department, Highway Department and Authority Having Jurisdiction (AHJ) approval(s) when and where required.

1.3.3 The Design Professional shall perform all work necessary to obtain a Certificate(s) of Occupancy or Certificate(s) of Code Compliance as applicable.

1.3.4 Additional Required Services or Modified Required Services, if any, included in Project Approval Services are listed in Attachment 2 of this Scope and incorporated herein by reference.

PRESCHEMATIC SERVICES

2.1 Investigation and Analysis

The Design Professional shall:

- (i) visit and thoroughly inspect the Project Site, including any structures and natural or man-made features to be modified;
- (ii) familiarize itself with the survey of the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project;
- (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives and Approved Construction Budget;
- (iv) familiarize itself with pertinent Project information and programming needs;
- (v) review and analyze all Project geotechnical, Hazardous Substance, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations, and advise the Owner of additional testing requirements;
- (vi) familiarize itself with, review and analyze local zoning restrictions and requirements including:
 - a. Determining the proposed structure(s) compliance (or noncompliance) with the local municipality's Planning and Zoning Codes;
- (vii) gather any other information necessary for a thorough understanding of the Project including State Historic Preservation Determination Re ECC North Campus Eligibility for Inclusion on National Register of Historic Places. A copy of correspondence to Erie County from the New York State Historic Preservation Office regarding the campus eligibility is available by contacting Erie County Deputy Commissioner Thomas J. Dearing at Thomas.Dearing@erie.gov.
- (viii) attend the Project kick-off meeting.

If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Design Professional shall also

- (ix) review all available as-built and record drawings, plans and specifications; and
- (x) thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

2.2 Preliminary Design and Cost Estimate

The Design Professional shall, based upon its activities pursuant to Paragraph 2.1 of this Scope:

- (i) in accordance with schedule requirements, provide to the Owner a series of alternate solutions that explore a full range of building and site development possibilities including alternative mechanical, electrical and structural considerations;
- (ii) establish a basic Project strategy by addressing critical relationships among program elements;
- (iii) the Design Professional shall provide a cost estimate based upon measurement of physical characteristics, using costs appropriate for the type of work and design stage,

based upon experience and nationally recognized Construction Specifications Institute (CSI) based estimating systems such as R.S. Means ®, or other generally accepted standard cost estimating system acceptable to the Owner, and including an appropriate design contingency, bidding contingency, contractor's overhead and profit, escalation and trade contractor or construction manager general conditions costs as directed by the Owner;

- (iv) select in collaboration with the Owner the overall solution or combination of solutions that best address the needs of the Owner; and
- (v) submit to the Owner a completed Planning and Zoning Information Memorandum as per Paragraph 2.1 Subparagraph (vi), for review and comment.

2.3 Additional or Modified Required Services

Additional Required Services or Modified Required Services, if any, included in Preschematic Services are listed in Attachment 2 of this Scope and incorporated herein by reference.

SCHEMATIC SERVICES – 30% Submission

3.1 Deliverables

The Design Professional shall submit drawings, narratives, outline specifications, updated Scope, Budget and Schedule Confirmation form and a cost estimate to the Owner for review and approval. The Design Professional shall submit renderings, models or other special items as requested by the Owner per Paragraph 3.1.4 of this Scope.

3.1.1 Narratives, Drawings and Specifications:

Narratives, drawings and specifications shall be prepared in accordance with the Owner's formatting and Source requirements.

3.1.2 Utility Information:

The Design Professional shall provide copies of all correspondence and information received from utility companies regarding required connections and loads for new or modified services.

3.1.3 Cost Estimate:

The Design Professional shall provide a cost estimate based upon measurement of physical characteristics, using costs appropriate for the type of work and design stage, based upon experience and nationally recognized Construction Specifications Institute (CSI) based estimating systems such as R.S. Means ®, or other generally accepted standard cost estimating system acceptable to the Owner, and including an appropriate design contingency, bidding contingency, contractor's overhead and profit, escalation and trade contractor or construction manager general conditions costs as directed by the Owner. The Design Professional shall provide reconciliation to the previous cost estimate and the Approved Construction Budget. The reconciliation shall include an explanation of any variances or overall increases.

3.1.4 Renderings:

This Section Not Used.

3.1.5 Meetings:

Meetings shall be held on a monthly basis and include. The Design Professional shall provide minutes of all meetings within ten (10) days of said meetings. The Design Professional shall prepare the meeting minutes.

3.1.6 Schematic Phase Approval:

The Design Development Phase shall not be started until the Owner approves the Schematic Phase Submissions and the Owner provides the Design Professional with written authorization to proceed to the Design Development Phase.

3.2 Additional or Modified Required Services

Additional Required Services or Modified Required Services, if any, included in Schematic Services are listed in Attachment 2 of this Scope and incorporated herein by reference.

DESIGN DEVELOPMENT SERVICES – 60% Submission

This Phase shall consist of the development of the approved schematic design, including the mechanical, electrical and all other systems required for the Project, as well as recommendations for bidding packages, order of construction and timing. During this Phase, all design criteria and solutions shall be established and developed within the program requirements and budget as established by the Owner.

4.1 Deliverables

The Design Professional shall submit drawings, a descriptive report, specifications, updated Scope, Budget and Confirmation form, initial construction phase schedule and a cost estimate to the Owner for review and approval.

4.1.1 Narratives, Drawings and Specifications:

Narratives, drawings and specifications shall be prepared in accordance with the Owner's Design Professionals Submission Requirements

4.1.2 Utility Information:

The Design Professional shall provide copies of all correspondence and information received from utility companies regarding required connections and loads for new or modified services.

4.1.3 Cost Estimate:

Provide a cost estimate based upon a detailed take-off of labor, materials and equipment, based upon experience and nationally recognized Construction Specifications Institute (CSI) based estimating systems such as R.S. Means[®] or other generally accepted standard cost estimating system acceptable to the Owner, and including an appropriate design contingency, bidding contingency, contractor's overhead and profit, escalation and trade contractor or construction manager general conditions costs as directed by the Owner.. The Design Professional shall provide a reconciliation to the previous cost estimate and the Approved Construction Budget. The reconciliation shall include an explanation of any variances or overall increases.

4.1.4 Renderings:

This Section Not Used.

4.1.5 Meetings:

Meetings shall be held on a monthly basis. The Design Professional shall provide minutes of all meetings within ten (10) days of said meetings.

4.1.6 Testing:

The 60% Construction Documents prepared by the Design Professional shall include specifications for testing services as required by the Owner. The testing services shall be provided by an approved laboratory, construction manager, or engineer through a direct contract with the Design Professional.

4.1.7 Design Reviews:

The Design Professional shall provide typewritten responses to all comments provided by the Owner.

4.1.8 Design Development Phase Approval:

The Construction Documents Phase shall not be started until the Owner approves the Design Development Phase Submissions and the Owner provides the Design Professional with written authorization to proceed to the Construction Documents Phase.

4.2 Additional or Modified Required Services

Additional Required Services or Modified Required Services, if any, included in Design Development Services are listed in Attachment 2 of this Scope and incorporated herein by reference.

CONSTRUCTION DOCUMENT SERVICES – 100% Submission

5.1 Deliverables

5.1.1 Construction Documents – 100% Submission:

Based on the information obtained during its activities pursuant to Articles 1, 2, 3 and 4 of this Scope, the Bid Milestone Schedule, any modifications authorized by the Owner, and upon written approval of the Design Development Phase 60% Submissions by the Owner, the Design Professional shall prepare Construction Documents that detail the Work within the Approved Construction Budget, if and as adjusted. The Construction Documents shall:

- (i) be complete, incorporating all comments from the previous design review, with all drawings finished so that no additional data, changes or information are required, and with all specifications completed so that no additional data, information or changes are required;
- (ii) be fully coordinated, biddable, and constructible for the Owner's Contractors, and include all architectural and engineering drawings, plot plans, all floor plans, sections, elevations, details, soil exploration data, schedules and other data required to obtain complete bids;
- (iii) take into account existing Site features and structures, and safely and efficiently integrate the Work into existing Site features and structures;
- (iv) include all labor, material, and equipment necessary to complete the Work;

- (v) portray Work which meets the Owner's disclosed, demonstrated or documented aesthetic, functional and operational objectives;
- (vi) comply with all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project in effect on the date the documents are delivered to the Owner;
- (vii) bear the signature and seal of the Design Professional evidencing full responsibility for all designs and contract documents provided for under this Contract for Professional Services;
- (viii) be included with and prepared in accordance with the Owner's Standard Contract Documents such that they be fit and proper for the purpose intended;
- (ix) show all required Site Plans, Floor Plans, Reflected Ceiling Plans, Roof Plans, Elevations, Sections, Schedules, Diagrams, Details and other items as necessary to show all materials and systems required by the Project and to clearly delineate the work required for each Contract for Construction; and
- (x) include a quality assurance plan for each seismic system and main wind force-resisting system in accordance with the Building Code of the State of New York.

5.1.2 Narratives, Drawings and Specifications:

Narratives, drawings and specifications shall be prepared in accordance with the Owner's Design Professionals Submission Requirements.

5.1.3 Utility Information:

The Design Professional shall provide copies of all correspondence and information received from utility companies regarding required connections and loads for new or modified services.

5.1.4 Certifications and Approvals:

Upon completion of the Construction Documents, the Design Professional shall certify, in writing, to the Owner that all Contract Documents have been thoroughly checked for constructability, accuracy and for the coordination of all their parts and details and conformity to all applicable laws, ordinances and codes.

5.1.5 Cost Estimates:

The Design Professional shall provide a final cost estimate based upon a detailed take-off of labor, materials and equipment, based upon experience and nationally recognized Construction Specifications Institute (CSI) based estimating systems such as R.S. Means[®] or other generally accepted standard cost estimating system acceptable to the Owner. The cost estimate shall provide quantities, unit costs for materials and equipment, labor units for the installation of the materials and equipment, and wage rates (including base rate, taxes, insurance and fringe benefits) for the installation of the materials and equipment. The cost estimate shall include an appropriate design contingency, bidding contingency, contractor's overhead and profit, escalation and trade contractor or construction manager general conditions costs as directed by the Owner. The Design Professional shall provide a reconciliation to the previous cost estimate and the Approved Construction Budget. The reconciliation shall include an explanation of any variances or overall increases. The cost estimate shall be in the same format as the Owner's Schedule of Values.

5.1.6 Schedule of Values:

The Design Professional shall develop a schedule of values containing information required by the Owner to be included in the bid documents for each Contract for Construction. The schedule of values shall be transmitted electronically in a file type, layout and format specified by the Owner.

5.1.7 Shop Drawings and Submittals:

The Design Professional shall develop a list of shop drawings and submittals, required by the specifications, to be included in the Bid Documents for each Contract for Construction. The Design Professional agrees to develop the contractor's submittal list and enter submittals in the Owner's Project Management System. In addition to the submittals required by the technical specifications, the Design Professional shall include pre and post construction submittals including: special guarantees, warranties, drawings, operation and maintenance manuals, etc. turn over material quantity, special tool turn over item, certificate of compliance, test result, Owner training, and/or other close out item required for each specification section.

5.1.8 Testing:

The Construction Documents prepared by the Design Professional shall include specifications for testing services as required by the Owner. The testing services shall be provided by an approved laboratory or engineer through a direct contract with the Owner or construction manager, or Design Professional.

5.1.9 Meetings:

Meetings shall be held on a monthly basis. The Design Professional shall provide minutes of all meetings within ten (10) days of said meetings. The Design Professional shall prepare the meeting minutes using the Owner's Project Management System.

5.1.10 Design Reviews:

The Design Professional shall provide typewritten responses to all Design Development design review comments provided by the Owner.

5.1.11 Code Compliance:

The Design Professional shall prepare and provide an updated copy of the Owner's Code Compliance Form or other form provided by the Owner including any revisions due to changes in Project scope from the Design Development phase.

5.1.12 Renderings:

Once the building design and façade has been finalized provide an artist's (hand drawn) commemorative rendering of the structure suitable for framing. Rendering minimum size shall be 18" x 24" and shall be framed with framing material selected by the Owner.

5.2 Construction Documents Revisions

If the Owner determines that the Construction Documents are not sufficient in number, content or quality to demonstrate the feasibility of the architectural, civil, structural, electrical or mechanical installations, the Owner may order that the documents be corrected or that additional documents be prepared at no additional cost to the Owner to adequately define said feasibility. Any interference among trades caused by inadequate design or coordination of the contract drawings and specifications will be the responsibility of the Design Professional who will prepare, at no

additional cost to the Owner, any supplemental drawings necessary to resolve the interferences found prior to or during the bidding period, or during construction.

5.3 Additional or Modified Required Services

Additional Required Services or Modified Required Services, if any, included in Construction Documents Services – 100% Submission are listed in Attachment 2 of this Scope and incorporated herein by reference.

BID DOCUMENT SERVICES

6.1 Bid Document Packages

The Design Professional shall prepare, supply, and print three (3) original sets of Bid Document Packages. These will be used for bidding and eventual award of contracts between the Owner and the Contractors for up to four (4) separate Bid Document Packages. The Design Professional shall solicit contractor interest to ensure competitive bidding and shall keep account of and distribute bid document packages to prospective bidders and provide the Owner with a report of the bid document packages distribution.

6.2 Bid Questions and Clarifications

The Design Professional shall investigate questions posed by the bidders relative to bid document packages or any other questions and, after receiving the Owner's prior written approval, issue written replies to all bidders in the form of addendum.

6.3 Pre-Bid Meetings

The Design Professional shall attend any pre-bid meeting(s) scheduled by the Owner.

6.4 Bid Reviews

The Design Professional shall assist the Owner in reviewing and analyzing the bids, including research into the qualifications and capabilities of the apparent low bidders to determine that the apparent low bidders are capable of fulfilling all bid requirements, and make recommendations to the Owner as to the award of the contracts.

6.5 Construction Permits

6.5.1 Erie County as the Authority Having Jurisdiction:

For Projects for which the Owner is the permitting agency, the Design Professional shall prepare and submit the Owner's *Construction Permit Application* form and all required supplemental forms. The Design Professional shall meet all requirements and obtain a permit from the County.

6.5.2 Other Entities as the Authority Having Jurisdiction:

For Projects where Erie County is not the Authority Having Jurisdiction requiring a construction permit, the Design Professional shall submit documentation evidencing a building permit or an approval of the project to have a permit issued from the Authority Having Jurisdiction.

6.6 Additional or Modified Required Services

Additional Required Services or Modified Required Services, if any, included in Bid Document Services are listed in Attachment 2 of this Scope and incorporated herein by reference.

Construction Phase Services

7.1 Administration

The Design Professional shall (i) be the Owner's design representative during performance of the Work; (ii) consult with and advise the Owner on all design and technical matters; and, (iii) resolve Contractors' questions concerning the Construction Documents. The Design Professional shall supply the Owner with copies of all correspondence, reports, comments, transmittals, requests, acted-upon shop drawings, and other submittals and all other information relating to the Project.

7.2 Interpretations and Clarifications

The Design Professional shall render written or graphic interpretations and decisions necessary for the proper execution of the Work. The Design Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with the Contracts for Construction.

7.3 Submittals and Shop Drawings

The Design Professional shall, review, certify, approve, reject or take other appropriate action on, and return all submittals such as shop drawings, product data and samples. The Design Professional shall not approve any such submittals unless such submittals conform to (i) the Project design concept; (ii) the Construction Documents; (iii) the Contracts for Construction; and (iv) the Owner's Approved Construction Budget. The Design Professional shall use the Owner's Project Management System to record the dates received from or returned to the contractor, the findings of the Design Professional's review, and other pertinent information pertaining to each submittal.

7.4 Equals

The Design Professional shall promptly and in accordance with all Project schedule requirements, review and approve, reject or take other appropriate action on proposed substitutions or "equal materials or equipment". The Design Professional shall not approve any such proposed equal materials or equipment unless such equals conform to (i) the Project design concept; (ii) the Construction Documents; (iii) the Contracts for Construction; and (iv) the Owner's Approved Construction Budget.

7.5 Testing

The Design Professional shall promptly, and in accordance with all Project schedule requirements, review and evaluate the results of all inspections, tests and written reports required by the Owner and by any governmental entity having jurisdiction over the Project. The Design Professional shall take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Design Professional deems appropriate. The Design Professional shall promptly reject Work that does not conform to and comply with testing requirements.

7.6 Special Testing

The Design Professional shall promptly require inspection or testing of any Work in addition to that required by the Owner or governmental entities having jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Design Professional shall take appropriate action on all

such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Design Professional deems appropriate. The Design Professional shall promptly reject Work that does not conform to and comply with testing requirements.

7.7 Interpretation of Construction Documents

The Design Professional shall act as initial interpreter of the requirements of the Contract Documents. The Design Professional shall render any assistance that the Owner may require with respect to any claim or action in any way relating to the Design Professional's services during or subsequent to the design or construction of the Project including, without limitation, review of claims, preparation of technical reports and participation in negotiations both before and after it has otherwise completed performance of the Contract for Professional Services and without any additional compensation therefore, except for those services specified in Subparagraph 10.2.4 of this **Scope**.

7.8 Visits to the Site, Construction Inspections and Rejection of Work

7.8.1 The Design Professional shall visit the Project Site with sufficient frequency to familiarize itself with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with:

- (i) the Construction Documents, including approved shop drawings and other submittals;
- (ii) the Construction Schedule; and
- (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

7.8.2 The Design Professional shall attend the Construction kick-off meeting. The Design Professional shall attend regular job site meetings with the Owner's Consultant(s), Contractors and other necessary parties and shall record the minutes of such job site meetings. The Design Professional shall provide minutes of all meetings within ten (10) days of said meetings. In all cases the Design Professional shall prepare the meeting minutes using the owner's Project Management System.

7.8.3 Each on-site construction inspection shall be conducted by an experienced, qualified representative of the Design Professional who is knowledgeable about the Project and competent in each discipline which has trade activities in progress at the time of the inspection. The Design Professional shall prepare a record of each site inspection within 48 hours of the inspection utilizing the Owner's Project Management System.

7.8.4 The Design Professional shall exercise care and diligence in discovering and reporting to the Owner and shall record their findings in the Owner's Project Management System the results of each of its visits, including defects and deficiencies in the Work, and shall recommend to the Owner appropriate courses of action, if any.

7.8.5 The Design Professional shall promptly disapprove or reject Work that does not comply with:

- (i) the Contract Documents including approved shop drawings and other submittals; or

- (ii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

7.8.6 The Design Professional shall immediately notify the Owner and the Contractor(s) and shall issue a Notice of Non-Compliance using the Owner's Project Management System when it has disapproved or rejected any Work.

7.8.7 The Design Professional shall perform structural observation for all projects that require structural observation in accordance with the Building Code of the State of New York.

7.8.8 During each visit to the site, the Design Professional shall verify the Contractor's progress on updating the as-built drawings. The Design Professional shall include a status of the as-built drawings in the site construction inspection report. The Design Professional shall immediately notify the Owner if inadequate progress is noted on as-built documents.

7.9 Minor Changes, Change Order Requests and Change Orders

7.9.1 The Design Professional shall review all field orders and change orders for their effect on design criteria and perform an analysis of the quantity of materials in such orders and make recommendations to the Owner.

7.9.2 The Design Professional shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders. The Design Professional shall not be responsible for the economic evaluation, accounting or processing of change orders.

7.10 Construction Completion

7.10.1 When the Contractor believes that the Work is finally complete, the Contractor will notify the Owner and the Design Professional that the Work is ready for final inspection. Upon receipt of such notification, the Design Professional shall coordinate with the Owner and the Contractor a date for the inspection.

7.10.2 At the Construction Completion inspection, the Design Professional shall

- (i) inspect the Work;
- (ii) determine whether the Contractor has satisfactorily completed all items of Work;
- (iii) determine whether the Work complies with (a) the Contract Documents, (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
- (iv) determine whether required inspections and approvals by the official(s) having jurisdiction over the Project have been satisfactorily completed; and,
- (v) determine, in consultation with the Owner, whether the Work is finally complete.

7.10.3 If the Work is not finally complete, the process shall be repeated until the Work is finally complete.

7.10.4 The Design Professional shall complete the Owner's *Notice of Construction Completion* form, including a list of exceptions, if any, and a schedule for their completion.

7.10.5 The Design Professional shall, at the completion of the Project, issue a written certification to the Owner that the required HVAC system tests and system balancing have been performed, and that in the Design Professional's opinion the HVAC system is operating as designed.

7.11 Design Professional's Submittals to Owner

The Design Professional shall provide to the Owner, at the time it submits a signed certificate of final payment, all Final Completion close-out documents and one (1) set of record drawings accurately depicting all as-built construction, in the form required by the Owner, based upon the as-built and markups submitted by the Contractors, and two (2) sets of electronic record drawings utilizing the latest release of AutoCAD as directed by the Owner.

7.12 Guarantee Inspection

The Design Professional shall inspect the Project within ten (10) to thirty (30) days prior to the end of the one-year guarantee periods included in the Contracts for Construction and notify the Owner in writing as to defects or faults, if any, in the material, equipment, workmanship or other part of the Work.

7.13 Design Professional's Documentation

The Design Professional shall prepare and deliver, prior to final acceptance of any identified phase of construction, operation and maintenance documentation as outlined in Attachment 2 of this Scope.

7.14 Additional or Modified Required Services

Additional Required Services or Modified Required Services, if any, included in Construction Services are listed in Attachment 2 of this Scope and incorporated herein by reference.

COMMISSIONING

9.1 The Design Professional shall coordinate with the Construction Manager (if applicable), the Contractors and the Commissioning Professional (if applicable) to achieve the successful commissioning of the Project systems.

DESIGN PROFESSIONAL'S EXTRA SERVICES

10.1 Initiation of Extra Services

The Design Professional shall provide such extra services as are initiated and authorized in writing by the Owner prior to performance. The services described in this Section 10 are not included in Required Services unless identified as an "Additional Required Service or Modified Required Service".

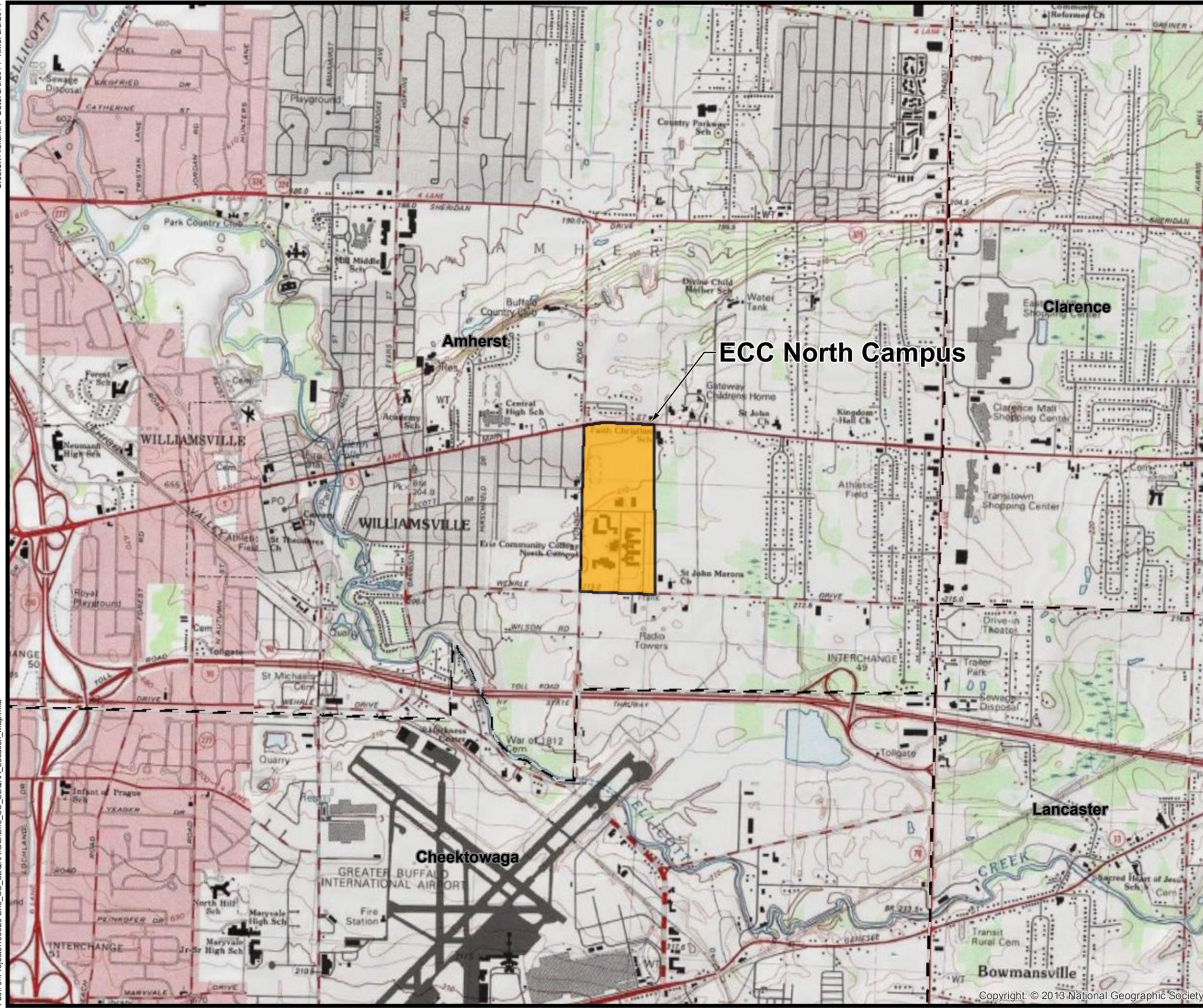
10.2 Definition of Extra Services

Extra services include, but are not limited to:

- 10.2.1** Services necessary to significantly revise a final set of Construction Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the Owner; (ii) 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 (iii) required by the Owner's election to revise the scope of the Work when such revisions are not necessitated by (i) deficiencies or conflicts in, or discrepancies between, the Construction Documents; (ii) the Design Professional 's failure to perform its duties or substantially perform in accordance with the terms of this Contract for Professional Services; or (iii) other acts or omissions of the Design Professional.
- 10.2.2** Structural, mechanical, chemical and other laboratory tests, inspections and reports required by law or the Construction Documents, or otherwise necessary, not otherwise obtained by the Owner or the Contractor, at the Design Professional's documented cost.
- 10.2.3** Services required in connection with replacement of Work damaged by natural catastrophe or intentional acts of parties other than the Design Professional or employees, agents or subcontractors of the Design Professional during construction.
- 10.2.4** Services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the Owner, except when such proceedings involve issues of fault, neglect or alleged liability of the Design Professional, or its agents, employees, or consultants.
- 10.2.5** Services required by any failure to adequately perform contractual responsibilities by any (i) Contractor; (ii) any Contractor's subcontractor(s) or supplier(s); or (iii) the Owner.
- 10.2.6** Services required by change orders initiated by the Owner, including as applicable, those services specified in Paragraph 7.9 of this Scope of Services.
- 10.2.7** Other services not included in Required Services mutually agreed to by the Owner and the Design Professional in writing.

ATTACHMENT 1

- A. Location Map
- B. Concept Plan



ERIE COMMUNITY COLLEGE
PROPOSED ACADEMIC BUILDING
SITE LOCATION MAP

LEGEND

-  Project Area
-  Municipal Boundary
-  Project Location



NY INDEX MAP

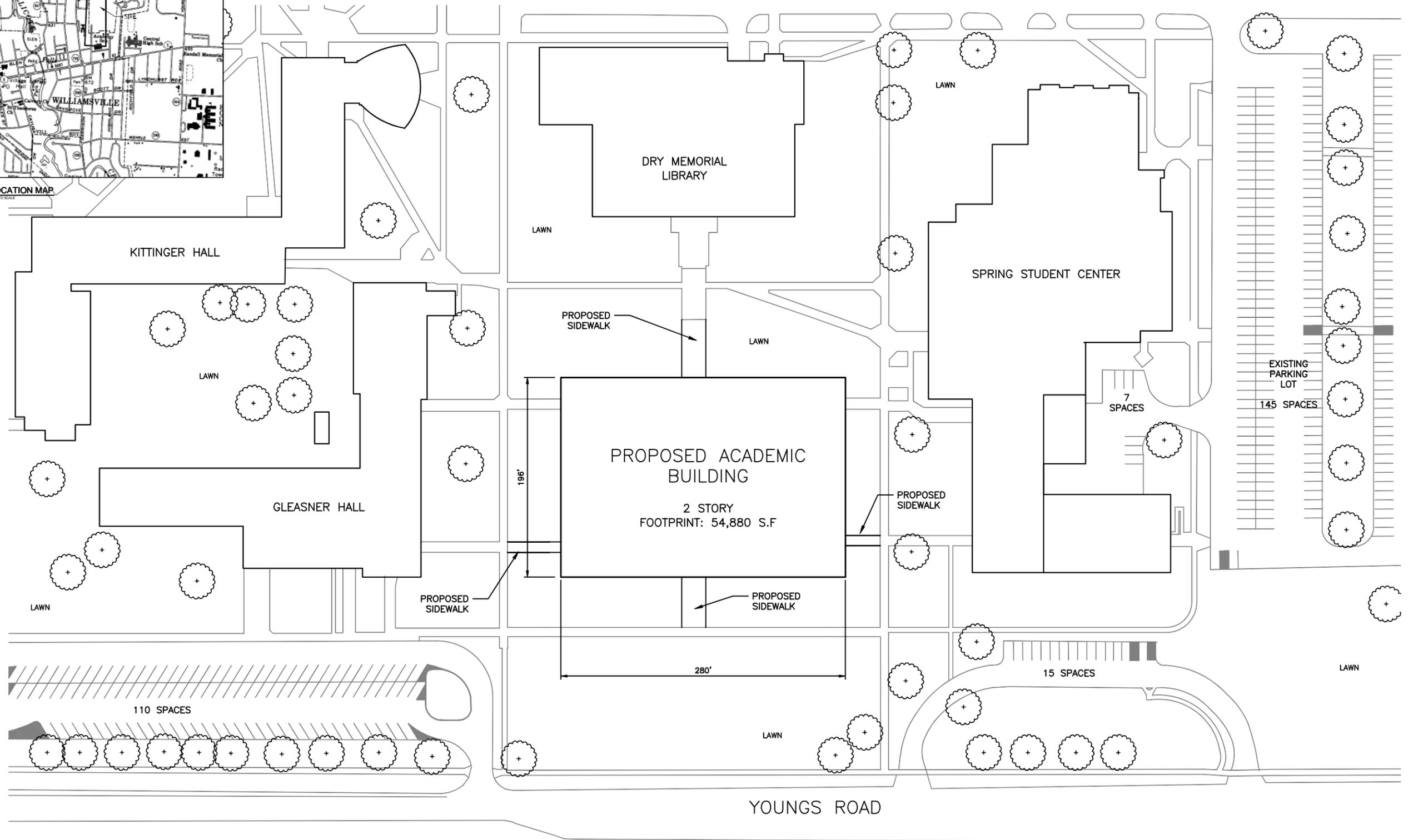


REGIONAL MAP



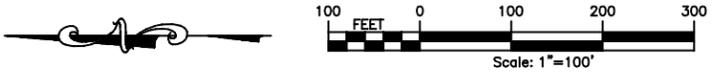


LOCATION MAP



YOUNGS ROAD

PROJECT ERIE COMMUNITY COLLEGE - ACADEMIC BUILDING TOWN OF AMHERST, ERIE COUNTY, NY		TITLE OF DRAWING CONCEPTUAL SITE PLAN - ENLARGMENT	
DRAWING NO. C-101		DATE 01/09/2014	
PROJECT NO. 133026		PROJECT MANAGER F. ARMENTO	
DRAWN BY N. MIX		SCALE AS SHOWN	
ISSUED DATE 01/09/2014		ISSUE NO. 1	
COPYRIGHT © 2014 FISHER ASSOCIATES, P.E.L.L.S., P.C. New York State Education Law Section 1405.4 requires that the architect, engineer, landscape architect, interior designer, or other professional responsible for the design, preparation or construction of a building, structure, or other improvement, and a specific description of the structure.		REV 1 2 3 4 5 6 7	



ATTACHMENT 2

ADDITIONAL REQUIRED SERVICES OR MODIFIED REQUIRED SERVICES

PRESCHMATIC SERVICES – 1.2.2

Geotechnical Services

This project requires geotechnical services, the Design Professional shall be responsible for hiring a geotechnical engineer involved to perform an investigation of the site subsurface conditions and prepare a report. The geotechnical engineer will be responsible for determining the scope of the required investigation, which will also be subject to review by the Owner. The geotechnical engineer shall be part of the project team and remain involved at various intermediate stages in the process to review the construction documents, interact with the structural engineer and architect, and confirm that their recommendations are being interpreted as intended.

OTHER REQUIREMENTS/SERVICES

Design Professional's Documentation – 7.13

The Design Professional shall compile and provide operation and maintenance documentation to support design and construction activities, and to train operation and maintenance staff. The operation and maintenance manual must be edited to include only data for equipment and systems that are actually installed. The Design Professional shall compile and provide complete operation and maintenance documentation consisting of the following:

1. Complete set of design criteria and summary results;
2. Complete set of specifications, including all addenda and all approved and applied changes in electronic format (PDF);
3. Complete set of approved shop drawings, including all subsequent modifications;
4. Complete set of record drawings both in paper and electronic format (AutoCAD);
5. Operation Manual(s), including control sequences of operation, and if there is direct digital control, a flowchart and hard copy of the software code and database;
6. Maintenance Manual(s), including proposed equipment maintenance programs to facilitate staffing;
7. Electrical power coordination report;
8. Air and water balancing report;
9. Performance verification report;
10. Copies of all certificates by the inspectors representing authorities having jurisdiction;
11. Copy of the commissioning report;
12. Copy of the system and energy management manual;
13. Copy of the documentation for off-seasonal deferred testing and post-occupancy review;
and
14. Copy of the statement of certification of work.

Operation Manual

The Design Professional shall compile and provide an Operation Manual consisting of two parts:

Part One *Operation Instruction* shall contain all information a qualified operator needs to:

- (i) start and stop equipment;
- (ii) control and monitor the performance of the equipment in normal modes of operation;
- (iii) change from one mode of operation to another; and
- (iv) operate equipment in emergency situations.

Part One shall include operation procedures with flowcharts for all integrated systems, with system functions represented pictorially and in writing.

Part Two *Performance Verification Procedures* shall contain all information a qualified operator needs to verify equipment and overall system performance at the design load as well as at part loads, where applicable. The design calculations necessary for performance verification shall be included in this manual.

Maintenance Manual

The Design Professional shall compile and provide a Maintenance Manual consisting of two parts:

Part One *Inventory* shall contain a list of all systems and pieces of equipment to be maintained, and the technical information necessary to order spare parts. Manufacturer's catalogs are considered useful adjuncts, but should not be substituted for the *Inventory* section of the Maintenance Manual.

Part Two *Maintenance Program* shall contain the information necessary to perform breakdown, preventative and predictive maintenance, including written information regarding when and how often to perform maintenance in the most efficient and economical fashion to satisfy tenant needs.

Furniture, Equipment and Signage – 7.13

The Design Professional shall provide complete plans and specifications suitable for securing competitive bids for all items of furniture, equipment and signage within the building that are indicated in the following CSI Divisions, unless expressly excluded:

- a) Division 10 – Specialties
- b) Division 11 – Equipment
- c) Division 12 – Furnishings
- d) Division 13 – Special Construction

Preliminary Drawings

The Design Professional shall be responsible for indicating on its preliminary drawings and listing in its project manual, a preliminary layout of all furniture and equipment for each room, including space and utilities requirements. The project manual list shall be supplemented by a listing of items for other areas such as directory boards and display cases for lobby and corridors, janitorial equipment, etc.

The Owner shall make modifications and refinements to the drawings, when applicable, in order to accommodate the needs of the end-users, to account for variations that arise during the specification process or in recognition of other conditions that will require modification to the

furnishings and equipment layouts. Any drawings that are modified pursuant to this section will be provided to the Design Professional for review and coordination with building services, applicable codes and other design elements that the modifications may have impacted. Upon completion of the detailed specifications, the Owner will provide a detailed furniture and equipment list to the Design Professional. The Design Professional shall review the list to confirm, where appropriate, that the furniture and equipment will fit in the spaces intended. The Design Professional will consult with the Owner concerning furniture types, colors, and finishes.

The Design Professional shall provide complete plans and specifications suitable for securing competitive bids for all equipment.

The Design Professional will develop a specification for Systems Furniture. The Design Professional will be responsible for coordinating the required connections to building services for the Systems Furniture and other equipment or furniture requiring electric power, data connections, telephone service, plumbing or any other service or utility that will be distributed through the structure.

Medical and Laboratory Equipment

For facilities requiring medical or laboratory equipment, the Design Professional shall provide specifications of such medical or laboratory equipment, coordinate the required building services with the Design Professional, inspect the equipment for missing components and defects upon delivery and supervise the testing of the equipment upon installation. All services must be provided by staff of the Design Professional or a sub-consultant competent and experienced in the specification of medical and laboratory equipment.