



TERM CONTRACT FOR PROFESSIONAL SERVICES

CHAPTER ONE

PROJECT TERMS AND CONDITIONS

Term Contract For Professional Services • Chapter One • Project Terms And Conditions

DASNY

Rev. 11/09/12

Client

Contract Number

TABLE OF CONTENTS
CHAPTER ONE
PROJECT TERMS AND CONDITIONS

CONTRACT PARTIES 3
RECITALS..... 3
ARTICLE 1 – THE CONTRACT DOCUMENTS 4
ARTICLE 2 – ADDRESSES AND AUTHORIZED REPRESENTATIVES..... 5
ARTICLE 3 – TIME FOR PERFORMANCE 5
ARTICLE 4 – M/WBE CONTRACT GOALS..... 6
ARTICLE 5 – NOTICES 6
ARTICLE 6 – COMPENSATION OF PROFESSIONAL 6
ARTICLE 7 – DESIGN NOT TO EXCEED 8
ARTICLE 8 – SPECIFIC INSURANCE REQUIREMENTS..... 8
ARTICLE 9 – PERSONNEL AND CONSULTANT CHARTS..... 11
SIGNATURES..... 13
OWNER’S ACKNOWLEDGEMENT 14
PROFESSIONAL’S ACKNOWLEDGEMENT..... 15
APPENDIX A – PROFESSIONAL’S PAYMENT SCHEDULE 17
APPENDIX B – PROFESSIONAL'S PERSONNEL CHART..... 22
APPENDIX C – PROFESSIONAL'S CONSULTANTS CHART 23
APPENDIX D – ADDITIONAL INSUREDS..... 24

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

CONTRACT PARTIES

This Term Contract for Professional Services is entered into between:

“OWNER” DASNY
515 Broadway
Albany, New York 12207-2964

And

“PROFESSIONAL”

RECITALS

- A. The Owner intends to perform rehabilitation and construction work at various sites within New York State. The rehabilitation and construction work that is the subject of a Work Authorization issued under this Term Contract for Professional Services is hereinafter referred to as a Project. The Owner is engaging the Professional to perform any or all of the services described herein for the Projects.

- B. Work Authorizations shall be a part of this contract. The Professional shall provide the services as defined in the Work Authorization. All other terms and conditions of this Contract remain unchanged in full force in effect.

- C. The Owner and the Professional each acknowledge that it will act in good faith in carrying out its duties and obligations.

- D. The Owner's engagement of the Professional is based upon the Professional's representations to the Owner that it (i) is an organization of professionals experienced in the type of services the Owner is engaging the Professional to perform; (ii) is authorized, licensed and registered to do business in the State of New York; (iii) is qualified, willing and able to perform professional services for the Projects; and, (iv) has the expertise and ability to provide professional services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Projects.

- E. The Owner and Professional each acknowledge that it has reviewed and familiarized itself with this Term Contract For Professional Services, including the documents enumerated in Article 1 of this Chapter One, and agrees to be bound by the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

ARTICLE 1 – THE CONTRACT DOCUMENTS

- 1.1 The “Term Contract For Professional Services” between the parties is comprised of the agreements, terms and conditions set forth in the following documents:
- (i) this “Chapter One – Project Terms And Conditions”, including the foregoing “Contract Parties” and “Recitals”, and all documents and appendices attached hereto;
 - (ii) “Chapter Two - Professional’s Required Services” and all documents and appendices attached thereto;
 - (iii) “Chapter Three - General Terms And Conditions” and all documents and appendices attached thereto;
 - (iv) the Owner’s “Request for Proposal” and all documents and appendices attached thereto; and
 - (v) the Professional’s Response to the Owner’s “Request for Proposal”, and all documents and appendices attached thereto, as approved by the Owner.
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the following documents, they shall be given precedence in the following order to interpret and resolve such discrepancy, disagreement or ambiguity:
- 1. Chapters One through Three of the “Term Contract for Professional Services”
 - 2. Work Authorization
 - 3. Owner’s “Request for Proposals”
 - 4. Professional’s Response to the Owner’s “Request for Proposals”, as approved by the Owner
- 1.3 If any term of the Term Contract For Professional Services or the application thereof to any person, firm or corporation, or circumstance, shall to any extent, be determined to be invalid or unenforceable, the remainder of the Term Contract For Professional Services, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Term Contract For Professional Services shall be valid and be enforced to the fullest extent permitted by law.
- 1.4 In the event of a conflict between or among any parts of the Term Contract For Professional Services, including all attachments and appendices thereto having equal precedence, the better quality, greater quantity or more costly part shall govern, unless otherwise directed by the Owner.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

ARTICLE 2 – ADDRESSES AND AUTHORIZED REPRESENTATIVES

The authorized representatives and addresses of the Owner and the Professional are:

OWNER:

Representative:
Address:
City, State, Zip:
Telephone: FAX:
E-mail:

PROFESSIONAL:

Representative:
Address:
City, State, Zip:
Telephone: FAX:
E-mail:
TIN / SSN:

OWNER'S PROJECT IDENTIFICATION INFORMATION: *(To be provided with each Work Authorization issued under this Term Contract For Professional Services.)*

Project Title:
Project Location:
Address:
City, State, Zip:
Project ID Number:
Project Description:

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Effective Dates

The term of this Term Contract for Professional Services shall be from _____ through _____, except that the Professional shall complete any and all Work Authorization(s) issued under this Term Contract for Professional Services even though Work performed under said Work Authorization(s) may extend past the end date of the term of this Term Contract for Professional Services. The Owner may, at its sole discretion, extend the term of this Term Contract for Professional Services and issue Work Authorizations for an extended period of one (1) year at a time, but not more than twice, to no later than _____. The Professional shall continue to render services for each Work Authorization issued, within the term of this Term Contract For Professional Services and any extension(s), until the completion of said Work Authorizations unless the Owner provides written notice otherwise.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

3.2 Commencement of Professional's Services:

The Professional shall commence performance of services with the issuance of the first Work Authorization issued under this Term Contract For Professional Services. Prior to the commencement of Design Phase services for a Work Authorization, the Professional shall execute the Owner's *Scope, Budget and Schedule Confirmation Form* for the performance of the Professional's services for that Work Authorization during design and construction, that shall include allowances for the periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over that Work Authorization's Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Professional.

ARTICLE 4 – M/WBE CONTRACT GOALS

- 4.1 The N.Y.S. certified Minority and Women-owned Business Enterprise (M/WBE) goals for this contract are **% MBE & % WBE**. The goals refer to the utilization of M/WBE sub-consultants on DASNY Professional Services Contracts. Upon selection a revised plan with dollar amounts will be required for the project.

ARTICLE 5 – NOTICES

- 5.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is (i) hand delivered; (ii) delivered by telex, facsimile, or telecopy; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by telex, facsimile, or telecopy shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of deposit with the United States Postal Service.

ARTICLE 6 – COMPENSATION OF PROFESSIONAL

The Owner will compensate the Professional the Professional Contract Price for all Required Services, Extra Services if necessary, and Reimbursable Expenses. The Professional Contract Price shall be the total of all Work Authorizations issued under this Term Contract for Professional Services, to be attached hereto as Appendix A, Professional's Payment Schedule, *A. Summary of Payments*. Compensation for each item of service in a Work Authorization shall be established on a Lump Sum (LS) or Actual Expense (AE) basis, Not-to-Exceed the total amount approved for each Work Authorization. Each Work Authorization shall contain a detailed listing of the specific services to be performed, a revised *Summary of Payments* and the Owner's *Professional Services Contract Payment Requisition*. The revised forms issued with the Work Authorization shall serve as a formal acknowledgement to the Professional of the change(s) to this Term Contract for Professional Services and shall be made a part hereof.

- 6.1 The Owner shall calculate the amount of compensation to the Professional for Required Services rendered (as described in "Chapter Two – Professional's Required Services")

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

for each Work Authorization in one (1) or more of the following ways:

Negotiated Basis:

In accordance with the Provisions For Payment contained in each Work Authorization issued under this Term Contract For Professional Services.

(This is for A/E's only – take out this section if not A/E)

Fee Schedule Basis:

In accordance with the fee schedule contained in the Professional's Payment Schedule, attached hereto as Appendix A, and in accordance with the Provisions For Payment contained in each Work Authorization issued under this Term Contract For Professional Services.

To determine the Professional's fee on this basis, the fee percentage per the Fee Schedule shall be multiplied against the Approved Construction Budget as evidenced on the Owner's *Scope, Budget and Schedule Confirmation* form per Article 6 of Chapter One of this contract. Subsequent to the approval of the *Scope, Budget and Schedule Confirmation* form, should the Owner approve a formal change to the Approved Construction Budget, the Professional's original fee may be recalculated to an amount equal to the new Approved Construction Budget multiplied against the applicable fee schedule percentage or other amount as agreed to between the Professional and DASNY.

Reimbursables, pursuant to Paragraph 8.2 of Chapter Three shall be in addition to the compensation amount determined from the fee schedule.

Time Basis:

Compensation shall be based on the actual hourly rate and actual hours worked by the employee excluding travel time. Hourly rates shall not exceed those set forth in the Professional's Payment Schedule, attached hereto as Appendix A, and in accordance with the Provisions for Payment contained in each Work Authorization issued under this Term Contract for Professional Services.

- 6.2 The Owner and the Professional shall agree in writing prior to the Professional's performance of Extra Services whether the Extra Services will be performed on a negotiated lump-sum basis or an hourly-rate basis. The Owner shall compensate the Professional for Extra Services, pursuant to Appendix A. F.
- 6.3 The Owner shall compensate the Professional for customary, necessary and reasonable reimbursable expenses pursuant to Paragraph 8.2 of Chapter Three, in the amounts detailed within each Work Authorization issued under this Term Contract For Professional Services.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

- 6.4 The Professional agrees that this Term Contract For Professional Services shall be deemed executory to the extent of moneys available from either (i) the proceeds of bonds issued by the Authority for the Projects specifically available for the Term Contract For Professional Services, or (ii) moneys made available by the Client for the Term Contract For Professional Services, or (iii) other non-Authority moneys made available from whatever source specifically for the Term Contract For Professional Services, and that no liability shall be incurred by the Owner beyond the moneys available therefore.

ARTICLE 7 – DESIGN NOT TO EXCEED

- 7.1 The Professional understands and acknowledges that the Owner has established a budget for each Project. The Approved Construction Budget shall be evidenced on the Owner's *Scope, Budget and Schedule Confirmation* form included with each Work Authorization issued under this Term Contract for Professional Services.
- 7.2 The Professional agrees to design the Projects so that the actual Cost of Construction does not exceed the Approved Construction Budget recited above unless the Approved Construction Budget has been revised pursuant to a new *Scope, Budget and Schedule Confirmation* form signed by the Owner, Client and the Professional.
- 7.3 In the event it is discovered at any phase of design that the estimated Cost of Construction is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Professional shall revise, at its own cost and expense, all or any part of Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents necessary to bring the estimated Cost of Construction or bids within the Approved Construction Budget. In order to reduce the estimated Cost of Construction to the Approved Construction Budget, the Professional shall, in addition to the above, at the Owner's request and at no additional cost to the Owner, (i) provide value engineering to reduce the estimated Cost of Construction to the Approved Construction Budget; (ii) assist the Owner in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

ARTICLE 8 – SPECIFIC INSURANCE REQUIREMENTS

- 8.1 The Professional shall purchase at its own expense and maintain until final acceptance of the Projects by the Owner, from a company or companies licensed or authorized to do business in New York State or otherwise acceptable to the owner, insurance policies containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Term Contract For Professional Services by the Professional or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

The Professional shall not commence work under the Term Contract for Professional Services until the Professional has obtained all the insurance required under this Article:

- (i) Workers' Compensation Law Requirements
 - (a) Workers' Compensation (including occupational disease) and Employer's Liability New York Statutory Endorsement with a minimum limit of one million Dollars (\$1,000,000) as evidenced by **ONE** of the following **(ACORD certificates are not acceptable)**:
 - (1) C-105.2 (September 2007, or most current version) - Certificate of Workers Compensation Insurance. The insurance carrier will provide a completed form as evidence of in-force coverage.
 - (2) U-26.3-Certificate of Workers Compensation Insurance from the State Insurance Fund. The State Insurance Fund will provide a completed form as evidence of in-force coverage.
 - (3) GSI-105.2/SI-12-Certificate of Workers Compensation Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office or the contractor's Group Self Insurance Administrator will provide a completed form.
 - (b) Disability Benefits
 - (1) DB-120.1 (May 2006, or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law. The insurance carrier will provide a completed form as evidence of in-force coverage.
 - (2) DB-155-Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form.
 - (3) CE-200-Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. DASNY will *not* accept this as an exemption from providing Workers' Compensation Insurance.) The Certificate may be obtained from the NYS Workers Compensation Board's website at www.wcb.state.ny.us/content/main/forms.htm. The CE-200 cannot be used for multiple projects. Therefore, a new form will have to be completed prior to award of any subsequent contracts.

All forms are valid for one year from the date the form is signed/stamped, or until policy

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

expiration, whichever is earlier.

- (ii) Commercial General Liability which names the Owner, the Construction Manager, if applicable, and the entities listed in Appendix E of Chapter One of this Term Contract for Professional Services as Additional Insureds, with per-occurrence and aggregate limits of not less than two million Dollars (\$2,000,000.00). The Professional shall list any deductible or SIR and provide a copy of the endorsement.

Coverage shall include Blanket Contractual liability covering all indemnity obligations, including all indemnity obligations contained in this Contract, and Products Liability and Completed Operations Aggregate limit of \$2,000,000 per occurrence and aggregate for a term of no less than three (3) years.

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Policy or policies must be written or endorsed to be primary and non-contributory as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by DASNY. Any other insurance maintained by DASNY shall be excess of and shall not contribute with the Professional's or its Subconsultant's insurance, regardless of the "other insurance" clause contained in DASNY's own policy of insurance.

- (iii) Commercial Comprehensive Automobile Liability and Property Damage covering all owned, leased, hired and non-owned vehicles used in connection with the Work with combined single limits of not less than one million Dollars (\$1,000,000.00) each person/each accident for bodily injury and property damage.

Umbrella and/or Excess Liability policies used to comply with CGL, Automobile Liability and Employers Liability limits shown above may be warranted to be in excess of limits provided by primary CGL, Automobile Liability and Employer's Liability.

- (iv) Professional Liability, with limits of not less than two million Dollars (\$2,000,000.00) each claim/\$2,000,000 annual aggregate subject to a deductible or self insured retention of not more than one hundred thousand Dollars (\$100,000.00) per claim. The Owner reserves the right to request a higher limit should the Owner determine that the coverage is required for a specific work authorization. Design professionals shall maintain policy coverage for a period of three years following the final acceptance of the Project by the Owner.
- (a) If applicable, Asbestos Abatement Professional Liability, with a limit of two million dollars (\$2,000,000.00) each claim/\$2,000,000 annual aggregate and a maximum self-insured retention of one hundred thousand Dollars

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

(\$100,000.00) or an amount acceptable to the Owner.

- (b) If applicable, Environmental Engineers and Consultants Professional Liability, with a limit of two million dollars (**\$2,000,000.00**) each claim/**\$2,000,000** annual aggregate and a maximum self-insured retention of one hundred thousand Dollars (**\$100,000.00**), or an amount acceptable to the Owner, for Professionals involved in the removal, repair, installation and testing of underground petroleum storage tanks or in petroleum remediation operations, or Professionals engaged in or performing Work related to excavation, loading, transporting or unloading of hazardous and/or contaminated materials.

- (c) If applicable, should the Professional exercise design delegation under the terms of Article 7.15, of Chapter Two of this agreement, then the Professional shall require as part of the Contract Documents, the delegatee design professional to obtain professional liability insurance with limits of not less than two million Dollars (**\$2,000,000.00**) each claim/**\$2,000,000** annual aggregate subject to a deductible or self insured retention of not more than one hundred thousand Dollars (**\$100,000.00**) per claim or an amount acceptable to the Owner. The Professional shall specify the above requirements as part of the Contract documents and shall require the delegatee design professional to submit proof of insurance in the amount identified above. This submittal shall be required prior to any receipt of documents prepared by the delegatee design professional.

ARTICLE 9 – PERSONNEL AND CONSULTANT CHARTS

- 9.1 The Professional shall prepare and submit to the Owner, for attachment hereto as Appendix B, the Professional's Personnel Chart that lists by name, job category and responsibility the Professional's technical employees who will work on the Projects, identifying any deviations from the personnel proposed in the Professional's Response to the Owner's Request for Proposal and the reasons therefore. Thereafter, as requested by the Owner, the Professional shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any and all proposed replacement personnel.

- 9.2 The Professional shall (i) prepare and submit to the Owner for attachment hereto as Appendix C, the Professional's Consultants Chart which lists by name and general duties each consultant retained by the Professional who will provide services with respect to the Projects (Subconsultant), and the names of technical employees in each Subconsultant's firm who will be performing services on behalf of the Subconsultant; (ii) not enter into any agreement with any Subconsultant to which the Owner raises a timely objection; and, (iii) promptly inform the Owner in writing of any proposed replacements,

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.

9.2.1 The Professional shall require that any Subconsultant providing engineering services required under the Professional's Required Services of this Term Contract for Professional Services shall provide a Certificate of Authorization to Provide Engineering Services in New York State issued by the New York State Department of Education. A copy of said Certificate shall be kept by the Professional and upon request furnished to the Owner.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

SIGNATURES

In WITNESS WHEREOF, the Professional has caused this Contract to be signed by its duly authorized officer on the _____ day of _____, 20____.

Professional
Address
City, State Zip

By: _____¹

Title: _____

Date: _____

- ¹ If a **corporation**, signer must be President, Vice-President or other authorized officer.
If a **Limited Liability Company (LLC)**, signer must be a member or manager.
If a **Limited Liability Partnership (LLP)**, signer must be a partner.
If a **Limited Partnership**, signer must be an authorized partner.
If a **General Partnership**, signer must be a partner.
If a **Sole Proprietorship**, signer must be the owner.

In WITNESS WHEREOF, the Owner has executed this Contract on the _____ day of _____, 20____.

DASNY
515 Broadway
Albany, NY 12207-2964

By: _____

Title: _____

Date: _____

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

OWNER'S ACKNOWLEDGEMENT

ACKNOWLEDGMENT OF DASNY OFFICER EXECUTING CONTRACT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of DASNY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of said corporation.

Notary Public

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

PROFESSIONAL'S ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF PROFESSIONAL EXECUTING CONTRACT, IF A CORPORATION

STATE OF _____)

)

ss. :

COUNTY OF _____)

On the _____ day of _____ in the year 20____, before me personally came
_____, to me known, who, being by me duly sworn, did depose
and say that he/she/they reside(s) at _____
(include street and street number, if any); that he/she/they is (are) the
_____ of _____, the corporation described in
and which executed the foregoing instrument; and that he/she/they signed his/her/their name(s)
thereto by authority of the Board of Directors of said corporation.

Notary Public

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

APPENDIX A – PROFESSIONAL’S PAYMENT SCHEDULE

A. SUMMARY OF PAYMENTS

Date	Project	Funding Source	Amount (Not to Exceed)

WA = Work Authorization
 LS = Lump Sum
 AE = Actual Expense (direct rate x multiplier)

B. FEE SCHEDULE FOR COMPENSATION FOR PROFESSIONAL SERVICES RENDERED

<u>Approved Construction Budget</u>	<u>Professional's Fee</u>
<= \$100,000	17.00% x Approved Construction Budget
\$100,001 to \$250,000	\$17,000 + 16.0% of the amount over \$100,000
\$250,001 to \$500,000	\$41,000 + 13.0% of the amount over \$250,000
\$500,001 to \$1,000,000	\$73,500 + 10.5% of the amount over \$500,000
\$1,000,001 to \$3,000,000	\$126,000 + 8.1% of the amount over \$1,000,000
\$3,000,001 to \$5,000,000	\$288,000 + 7.0% of the amount over \$3,000,000
\$5,000,001 to \$7,500,000	\$428,000 + 6.0% of the amount over \$5,000,000
\$7,500,000 to \$10,000,000	\$578,000 + 5.0% of the amount over \$7,500,000

<u>Phase</u>	<u>Percentage of Professional's Required Services</u>	<u>Dollar Amount</u>	
Preschematic	5 %	\$.00	LS
30% Schematic Submission	10 %	\$.00	LS
60% Design Development	18 %	\$.00	LS

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

60% Design Development Quality Control	2 %	\$	.00	LS
100% Construction Documents	34 %	\$	.00	LS
100% Construction Documents Quality Control	4 %	\$	.00	LS
Bid Documents	5 %	\$	.00	LS
Construction Administration	10 %	\$	.00	LS
Construction Fieldwork	10 %	\$	.00	AE
Post-Construction Deliverables	2 %	\$	.00	LS
Total	100 %	\$	.00	NTE

LS = Lump Sum

AE = Actual Expense (Rate X Multiplier)

NTE = Not to Exceed

[Procurement staff to edit as appropriate for testing contracts.]

C. MAXIMUM HOURLY RATES FOR COMPENSATION FOR PROFESSIONAL SERVICES RENDERED

Should payment for the Professional's Required Services be on a time and hourly rate basis or should Extra Work on an actual cost basis be required, the hourly rates for the technical classifications listed shall not exceed the following:

<u>Technical Classification</u>	<u>Direct Hourly Rate</u>		
Principal	\$00.00	to	\$00.00
Architect	\$00.00	to	\$00.00
Engineer	\$00.00	to	\$00.00
Estimator	\$00.00	to	\$00.00
Drafter	\$00.00	to	\$00.00
Reviewer	\$00.00	to	\$00.00
Field Inspector	\$00.00	to	\$00.00

[Procurement staff to insert ranges or exact rates as appropriate for the project.]

The Multiplier for all direct hourly rates excluding that of the Principal(s) is _____.

[Procurement staff to insert multiplier or remove this paragraph as appropriate for the project.]

The rates listed represent the maximum payable under this contract. Actual payment for services shall be based on the actual hourly rate of the employee times the hours worked by the employee performing the service as determined by payroll records or other means acceptable to the Owner.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

D. PREMIUM TIME

Premium pay for overtime shall be reimbursed for services in excess of eight (8) hours per day and for all work on weekday evenings and night shifts and for all work on Saturday, Sunday and Holidays, but only if such premium pay is paid to the employee, is part of the Professional's normal business practice and is outlined in each separate proposal and authorized within each separate work authorization. No overtime work for premium pay shall be performed without the OWNER's authorization. No other markup shall be allowed for premium portion of over-time pay except as noted below.

All premium portions of pay rates for overtime work shall be reimbursed at the rate of 1.2 times the premium portion of direct salary cost. Any changes thereto, must have the OWNER's prior approval. There will be no premium pay for overtime associated with travel.

The rates listed represent the maximum payable under this contract. Actual payment for services shall be based on the direct hourly salary of the staff performing the service as determined by certified payroll or other means acceptable to the Owner.

E. REIMBURSABLE EXPENSES

Payment for approved Reimbursable Expenses pursuant to Paragraph 5.3 of this Chapter One shall be made monthly on the basis of invoices submitted by the Professional and approved by the Owner.

Reimbursable Expenses of the Professional and its Subconsultants must be supported by detailed receipts and documentation and are limited to the following items:

1. Transportation and living expenses in connection with out-of-town travel when authorized in advance by the Owner and when travel is in excess of fifty (50) miles one way from the Professional's closest office or when total travel exceeds fifty (50) miles in any given day.
 - (a) Mileage at the standard business mileage rate allowed by the Internal Revenue Service in effect at the time the travel occurs. Other types of transportation (rental car, bus, etc.) are allowed when deemed to be cost effective and are authorized in advance by the Owner.
 - (b) Meals at the following rates and within the following timeframes:

<u>Meal</u>	<u>NYC Rate</u>	<u>Upstate Rate</u>	<u>Departure</u>	<u>Arrival</u>
Breakfast	\$6.00	\$5.00	Before 7:00 a.m.	After 8:00 a.m.
Lunch	\$10.00	\$7.00	Before 11:30 a.m.	After 2:00 p.m.
Dinner	\$43.00	\$31.00	Before 6:00 p.m.	After 7:00 p.m.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

Incidentals \$3.00 \$2.00 (Overnight Travel)

The NYC Rate is also applicable to Nassau, Suffolk, Rockland and Westchester Counties and out-of-state travel. Departure and Arrival are predicated upon residence.

(c) Lodging per receipt up to the maximum United States Government Services Administration allowable lodging rates for the New York metropolitan and upstate New York areas in effect when the travel occurs (see www.gsa.gov).

2. Fees paid to authorities having jurisdiction over the Work.
3. Reproductions, postage and handling of complete sets of drawings, specifications and other documents for the interim submissions required for the Owner's design reviews. Costs associated when the Professional engages the services of a printing firm.
4. Cost of renderings or models for the Owner's use.

F. COMPENSATION FOR EXTRA SERVICES

Should Extra Services be required, payment for Extra Services shall be on the basis of Negotiated Lump Sum or Actual Cost as determined by the Owner:

Actual Cost shall include the following items:

1. Direct salaries of technical employees employed on the Project computed on a time and hourly rate basis using the actual rates of pay of the employees, not to exceed those set forth in Section B of this Appendix times the Professional's agreed-upon Multiplier set forth in the same Section. Technical employees shall mean employees trained in areas of technical competence, such as architecture, engineering, drafting, surveying and related specialties, but does not include clerical or administrative support.
2. Lump sum basis, in an amount mutually agreed to in writing by the Owner and the Professional prior to the performance of the services. The fee shall be further support by a cost proposal. The cost proposal shall include employee title, hours and multiplier.
3. Specific approved Reimbursable Expenses.

G. PAYMENT REQUISITIONS

Payment for services may be made monthly in proportion to services performed and

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

approved by the Owner or at the successful completion of a particular phase of the work as determined by the Owner. Payments shall be requisitioned on the Owner's form *Professional Services Contract Payment Requisition* with a completed *Compliance Report*, individual timesheets or a summary report thereof as may be required by the Owner, and other appropriate supporting documentation. Timesheets and/or payroll registers shall show the names, rates of pay, position classifications and hours worked for all personnel performing services during the payment period. Payment requisitions in any other format will not be accepted.

The Professional is required to submit payment requisitions on behalf of its Subconsultants to the Owner within thirty (30) days of receiving approvable Subconsultant invoices.

The OWNER may, at its sole discretion deny payment to the Professional for: 1) failure to invoice for services within 90 days of the services being rendered, 2) invoices provided without proper back-up documentation as defined in the contract.

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

APPENDIX B – PROFESSIONAL'S PERSONNEL CHART

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

APPENDIX C – PROFESSIONAL'S CONSULTANTS CHART

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

APPENDIX D – ADDITIONAL INSURED

The policy shall name the following additional insured:

4201 Schools - The specific 4201 School

Beacon Institute for Rivers and Estuaries

City of Albany

City of Kingston

City of New York

City of New York Court Facilities

City University of New York (CUNY)

City University Construction Fund

The Construction Manager

Dormitory Authority of the State of New York

New York City Department of Environmental Protection

New York City Health and Hospitals Corporation (HHC)

New York City Housing Authority (NYCHA)

New York City Office of the County Medical Examiner (OCME), and the specific OCME facility

New York State Housing Trust Fund Corporation (HTFC)

New York State Department of Environmental Conservation (DEC)

New York State Department of Health (DOH)

New York State Department of Mental Hygiene: Office of Mental Health (OMH), Office for People with Developmental Disabilities (OPWDD) and Office of Alcoholism and Substance Abuse Services (OASAS)

New York State Parks Recreation & Historic Preservation

New York State Education Department (SED)

**TERM CONTRACT FOR PROFESSIONAL SERVICES
CHAPTER ONE
PROJECT TERMS AND CONDITIONS**

Office of Court Administration (OCA)

Roswell Park Cancer Institute Corporation

Special Acts School District (SASD) - the specific SASD

State of New York

State University of New York (SUNY)

Public Libraries – the specific public library facility

Unified Court System of New York