

CONTRACT

A Contract, dated as of [LOI Date], 2025, by and between the **Dormitory Authority of the State of New York** (“**DASNY**” or the “**Owner**”), a body corporate and politic of the State of New York, constituting a public benefit corporation created pursuant to Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended and having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964 (the “**DASNY**”), and [_____, whose office is located at _____], (the “**CONSULTANT**”); and

WHEREAS, the **OWNER** has requested the **CONSULTANT** to provide _____,
hereinafter referred to as the Project; and

WHEREAS, the **OWNER** and the **CONSULTANT** have agreed upon the amount of compensation, and a Date of Completion for the Project.

NOW, THEREFORE, the **OWNER** and the **CONSULTANT** hereby mutually covenant and agree as follows:

ARTICLE I: CONSULTANT'S SERVICES

The **CONSULTANT's** Services shall consist of all the services required by Appendix "A", entitled **SCOPE OF SERVICES OF CONSULTANT**, which is attached to and made a part hereof.

ARTICLE II: ADDITIONAL SERVICES

The **OWNER** reserves the right to direct the **CONSULTANT** to provide Additional Services and the **CONSULTANT** shall provide said Additional Services when so directed. Payment for said Additional Services shall be in accordance with Article V.B.

ARTICLE III: EXTRA WORK

If the **CONSULTANT** believes that any work it has been directed to perform is beyond the scope of this Contract and constitutes Extra Work, it shall promptly so notify the **OWNER** in writing. The **OWNER** shall determine whether or not the work is in fact beyond the scope of this Contract and is considered Extra Work. If the **OWNER** determines that the work is Extra Work, this Contract shall be modified to equitably reflect the cost of said Extra Work. Payment shall be made in accordance with Article V.B.

ARTICLE IV: CONSULTANTS

A. The **OWNER** may retain a sub-consultant(s) to furnish services throughout the term of this Contract, and the **CONSULTANT** shall cooperate with said sub-consultant(s).

B. The **CONSULTANT** may propose and engage sub-consultants, to perform portions of the Services required under this Contract. The **OWNER** retains the right to disapprove the proposed sub-consultant and, in such event, the **CONSULTANT** shall propose another sub-consultant for that portion of the required Services. The **CONSULTANT** shall be responsible to the **OWNER** for the timely and efficient completion of all Services performed by said sub-consultant. The fees of any sub-consultants retained by the **CONSULTANT** for Services required under Article I shall be deemed covered by the compensation as stipulated in Article V.A.1. The fees of any sub-consultants retained by the **CONSULTANT** for services required under Article III shall be paid as outlined in Article V.B.

C. The CONSULTANT shall pay its sub-consultants the full amount due them from their proportionate share of each requisition for payment submitted by the CONSULTANT and paid by the OWNER. The CONSULTANT shall make said payment no later than seven (7) calendar days from receipt of payment from the OWNER.

ARTICLE V: PROVISION FOR PAYMENT

MAXIMUM AMOUNT PAYABLE

The OWNER shall pay, and the CONSULTANT agrees to accept, as full compensation for all Services pursuant to this Contract, the not to exceed amount of _____ and 00/100 Dollars (\$ 0). Appendix "B", entitled **SUMMARY OF PAYMENTS**, is attached to and made a part hereof.

Payments for Services shall be made monthly in proportion to Services performed and approved by the OWNER. Payments shall be requisitioned on the OWNER's form, **PROFESSIONAL SERVICES CONTRACT PAYMENT REQUISITION**, with accompanying payroll copy, and other appropriate backup. Payroll copy shall show the names and rates of pay of all personnel performing services during the payment period, and their position classification. Only said form shall be used for reimbursement of Services.

Payment to the CONSULTANT shall only be rendered electronically, unless payment by paper check is authorized in writing by the OWNER. The CONSULTANT further acknowledges and agrees that the OWNER may withhold payments, if the CONSULTANT has not complied with the OWNER's requirements relating to the electronic payment program in effect at such time, unless payment by paper check is authorized in writing by the OWNER.

The CONSULTANT is required to submit payment requests to the OWNER, on behalf of subconsultants, within 30 days of receiving approvable subconsultant invoices.

The OWNER may, at its sole discretion deny payment to the CONSULTANT 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.

A. CONSULTANT'S SERVICES

1. Original Scope of Services

The OWNER shall pay, and the CONSULTANT agrees to accept, as compensation for Original Scope of Services pursuant to Appendix "A", which is attached to and made a part hereof, the not to exceed amount of _____ and 00/100 Dollars (\$ 0).

Compensation, at the completion of all work provided in the Scope of Services, shall be paid in accordance with the following schedule.

(Insert Payment Milestones)

B. ADDITIONAL SERVICES AND EXTRA WORK

Payment for Additional Services and Extra Work shall be on the basis of one of the following methods as determined by the OWNER:

1. Negotiated Lump Sum; or
2. Actual Cost.

Actual Cost shall include the following specific items:

a. Direct Salary of employees, other than Principals, times an approved multiple. Multiplier must be supportable by appropriate audit. Appendix "C", entitled **SCHEDULE OF TECHNICAL CLASSIFICATIONS AND HOURLY RATES**, is attached to and made a part hereof.

b. Direct Salary as used herein shall be the payroll cost of salaries or wages paid directly to technical employees of the CONSULTANT or sub-consultants employed on the Project, supportable by certified payroll copy or appropriate audit. Compensation shall be based on the actual hourly rate and actual hours worked by the employee.

c. Technical Employees, other than Principals, shall mean employees trained in areas of technical competence, such as architecture, engineering, drafting, survey, and related specialties, but does not include clerical, typing, or stenographic assistance.

d. Specific Approved Reimbursable Expenses.

ARTICLE VI: REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the compensation for the Original Scope of Services and include the actual expenditures supported by detail receipts/documentation made by the CONSULTANT or the CONSULTANT's sub-consultants, as approved by the OWNER. Total reimbursement for said Reimbursables shall Not Exceed _____ and 00/100 Dollars (\$ 0). Said reimbursement shall be limited to those specific items listed below.

(Insert Specific Reimbursable Line Items)

A. 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 CONSULTANT's closest office. Reimbursement shall be limited to the rates provided herein:

1. 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.

2. Meals	<u>NYC Rate*</u>	<u>Upstate Rate</u>
Breakfast	\$ 6.00	\$ 5.00
Lunch	10.00	7.00
Dinner	43.00	31.00
Overnight Incidentals	3.00	2.00
Maximum Per Diem	62.00	45.00

*Also applies to Nassau, Suffolk, Rockland, and Westchester Counties and out-of-state travel.

	<u>Departure**</u>	<u>Arrival**</u>
Breakfast	Before 7:00 AM	After 8:00 AM
Lunch	Before 11:30 AM	After 2:00 PM
Dinner	Before 6:00 PM	After 7:00 PM

** Departure or Arrival predicated on residence.

3. Lodging per receipt up to the maximum Federal Government Services Administration allowable lodging rates for the New York metropolitan and upstate New York areas in effect when the travel occurs (see www.policyworks.gov/perdiem).

B. Long-distance telephone calls;

C. Fees paid to authorities having jurisdiction over the Project;

D. Reproductions, postage, and handling of drawings, specifications, and other documents for the interim submissions (for OWNER's review and approval provide complete sets of documents, as requested by the OWNER, at the completion of all Phases of the Project. [Pre-Schematic, Schematic, Design Development, Bid Documents and 100% Construction Documents], EXCLUSION: reproductions for the office use of the CONSULTANT and its sub-consultants;

E. Overtime work requiring higher than regular rates when authorized in advance by the OWNER;

F. Expense of renderings or models for the OWNER's use; and

G. Film and film processing.

ARTICLE VII: WITHHOLDING OF PAYMENTS

The OWNER may withhold from the CONSULTANT any part of any payment as may, in the judgment of the OWNER, be necessary:

1. to assure payment of just claims of any persons supplying labor or materials for the Work;
2. to protect the OWNER from loss due to defective Work not remedied;
3. to protect the OWNER, Client, or other such entities as identified by the OWNER as Additional Insureds from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of others caused by the act or neglect of the CONSULTANT or subconsultant; or
4. to assure payment of fines and penalties which may be imposed on the CONSULTANT pursuant to the provisions of this Contract.

ARTICLE VIII: FINAL PAYMENT AND RELEASE

Final payment shall be made to the CONSULTANT upon satisfactory completion and acceptance by the OWNER of all services required, by the CONSULTANT pursuant to this Contract, or all services performed prior to the termination of said Contract if so terminated and upon submission of a certification that all subconsultants/subcontractors have been paid their full and agreed compensation.

Acceptance by the CONSULTANT of final payment hereunder shall operate as, and shall be, a release to the OWNER from all claims and liability to the CONSULTANT and its successors, legal representatives, and assigns for anything done or furnished under or arising out of the provisions of this Contract. No payment, final or otherwise, shall release the CONSULTANT from any obligations under this Contract.

ARTICLE IX: OWNER'S PROCEDURE

The CONSULTANT agrees to comply with all procedural requirements of the OWNER reasonably inferable from the Scope of Services and Scope of Work

ARTICLE X: INSURANCE

- A. The CONSULTANT shall purchase at its own expense and maintain until final acceptance of the Project 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 Contract For CONSULTANT Services by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. The CONSULTANT shall not commence work

under the Contract until the CONSULTANT 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 2017, 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 (February 2002 or most current version) - Certificate of Participation in Workers' Compensation Group Board-approved self-insurance. The NYS Workers' Compensation Board's Self Insurance Office or the Contractor's Group Self Insurance Administrator shall provide a completed form.
- (4) SI-12 (July 2023 or most current version) -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 (December 2021, 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 (September 2016, or most current version) - Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form.
- (3) CE-200 (December 2008, or most current version) - 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. The OWNER 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 expiration, whichever is earlier.

- (ii) Commercial General Liability which names the OWNER, the Construction Manager, if applicable, and the entities listed in Appendix "D", entitled **ADDITIONAL INSURED**s, as Additional Insureds of this Contract for Professional Services with per-occurrence and

aggregate limits of not less than two million Dollars (\$2,000,000.00). The CONSULTANT shall list any deductible or SIR and provide a copy of the endorsement.

Coverage shall include Blanket Contractual liability covering all indemnity agreements, 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 the OWNER. Any other insurance maintained by the OWNER shall be excess of and shall not contribute with the CONSULTANT's or its subconsultant's or subcontractor's insurance, regardless of the "other insurance" clause contained in the OWNER'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.
- (iv) 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.
- (iiv) Professional Liability, with limits of not less than two million Dollars (\$2,000,000) 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) per claim or an amount acceptable to the OWNER.

The CONSULTANT or its subconsultant, as applicable, shall purchase at its sole expense Extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is canceled or not renewed. Written proof of this extended reporting period must be provided to the OWNER prior to expiration or cancellation.

- B. Prior to award of Contract, two Certificates of Insurance, indicating the Project, must be submitted and approved by the OWNER prior to the commencement of Work. It is further agreed that if the insurance policy's term stated on the certificate expires, it is the responsibility of the CONSULTANT to provide an updated certificate of insurance to the Risk Management Unit and Contracts Unit 30 days prior to expiration of the insurance. Non-compliance to this request may result in the OWNER withholding payment to the CONSULTANT. Certificates shall provide 30 days written notice to the OWNER prior to the cancellation, non-renewal, or reduction in the limits of liability of any policy. Upon request, the CONSULTANT shall furnish the OWNER and the Construction Manager with certified copies of each policy. In addition, where applicable, the CONSULTANT shall provide copies of Certificates of Insurance to the Construction Manager. Certificates are to be forwarded to:

Risk Management Unit
DASNY
515 Broadway
Albany, New York 12207-2964

and

Contracts Unit
DASNY
515 Broadway
Albany, New York 12207-2964

Certificate(s) of Insurance, when submitted to the OWNER, constitute a warranty by the CONSULTANT that the insurance coverage described is in effect for the policy term shown and will provide insurance for the life of the entire project.

Should the CONSULTANT engage a subconsultant or subcontractor, the same conditions as are applicable to the CONSULTANT under these insurance requirements shall apply to each subconsultant or subcontractor of every tier. Proof thereof shall be supplied to the OWNER's Risk Management Unit.

- C. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the OWNER.
- D. Should the CONSULTANT fail to provide or maintain any insurance required by this contract, the OWNER may, after providing written notice to the CONSULTANT, purchase insurance complying with the requirements of this Article and charge back such purchase to the CONSULTANT.
- E. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the CONSULTANT shall immediately cease Work on the Project. The CONSULTANT shall not resume Work on the Project until authorized to do so by the OWNER. Any delay or time lost as a result of the CONSULTANT not having insurance required by this Article shall not give rise to a delay claim or any other claim against the OWNER or the Client.
- F. Notwithstanding any other provision in this Article, the OWNER may require the CONSULTANT to provide, at the expense of the OWNER, any other form or limit of insurance necessary to secure the interests of the OWNER.
- G. The CONSULTANT shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, borrowed or rented by the CONSULTANT. The requirement to secure and maintain such insurance is solely for the benefit of the CONSULTANT. Failure of the CONSULTANT to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insureds or their agents and employees responsible for any losses; and the Additional Insureds, their agents and employees shall have no such Liability.
- H. Neither the procurement nor the maintenance of any type of insurance by the OWNER, the CONSULTANT, its subconsultants, subcontractors, or construction subconsultants shall in any way be construed or deemed to limit, discharge, waive or release the CONSULTANT from any of the obligations or risks accepted by the CONSULTANT or to be a limitation on the nature or extent of said obligations and risks of the CONSULTANT.
- I. This Contract may, at the sole option of the OWNER, be declared void and of no effect if the CONSULTANT or any subcontractor or subconsultant fails to comply with the provisions of this Article.
- J. The CONSULTANT and its subconsultants or subcontractors shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the OWNER and of the insurance companies issuing such policies.

ARTICLE XI: HOLD HARMLESS

The CONSULTANT hereby agrees to indemnify and hold harmless the OWNER, the Client, or the OWNER's members, officers, employees, or representatives, against all claims arising out of the negligent acts, alleged negligent acts, or failure to act, by the CONSULTANT and shall pay any judgment or expense, including interest, imposed against any of them for injury, wrongful death or property damage, and to defend and pay the costs and expenses thereof, any action, proceeding or lawsuit brought against the parties indemnified and held harmless herein.

Upon the conclusion of any such action, proceeding or lawsuit, should a final binding determination of responsibility be made which allocates responsibility to the OWNER, the Client, or the OWNER's members, officers, employees, or representatives, the OWNER agrees that the obligation to indemnify and hold harmless shall not be applicable to the portion of any money judgment for which the OWNER is responsible, and the OWNER agrees to pay the CONSULTANT the percentage of defense costs which the CONSULTANT incurred based upon an apportionment of the OWNER's allocated responsibility.

ARTICLE XII: OWNER'S RIGHT TO AUDIT AND INSPECT RECORDS

The CONSULTANT shall maintain, and shall keep for a period of six years after the date of Final Acceptance, all records and other data relating to the Project, including records of consultants and subconsultants. The OWNER or the OWNER's Representative shall have the right to inspect and audit all records and other data of the CONSULTANT and its consultants and subconsultants relating to the Project.

ARTICLE XIII: ERRORS AND OMISSIONS

The CONSULTANT agrees that the cost to the CONSULTANT for corrections to the Contract Documents necessitated by design errors or omissions shall be part of the CONSULTANT's fee for **Original Scope of Services** and part of Original Reimbursables as established herein. Extra costs to the OWNER resultant from design errors or omissions may be recoverable from the CONSULTANT and its professional liability insurance carrier. Acceptance of the Contract Documents by the OWNER for purpose of bidding shall not relieve the CONSULTANT of any responsibility for design deficiencies, omissions or errors.)

ARTICLE XIV: TIME OF COMPLETION

The CONSULTANT shall perform Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

The CONSULTANT shall complete all Services on or before _____.

ARTICLE XV: ASSIGNMENT

The CONSULTANT shall not assign the Contract in whole or in part without prior written consent of the OWNER, however, the OWNER may assign the Contract in whole or in part without prior written consent of the CONSULTANT.

ARTICLE XVI: APPENDIX "E" ADDITIONAL ITEMS

Attached to and made a part hereof is Appendix "E", entitled **ADDITIONAL ITEMS**.

ARTICLE XVII – M/WBE & SDVOB CONTRACT GOALS

The N.Y.S. certified Minority and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran-Owned Businesses (SDVOB) goals for this contract are 18% MBE, 12% WBE and 6% SDVOB. The goals refer to

the utilization of M/WBE and SDVOB sub-consultants on DASNY Professional Services Contracts. With each project assignment the firm will be required to submit a new plan with dollar amounts.

ARTICLE XVIII: COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The effective date of this Contract shall be the date upon which this agreement is duly executed by both parties.

DRAFT

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

Dormitory Authority of the State of New York
515 Broadway
Albany, NY 12207-2964

By_____

Title: Authorized Officer

Date:_____

Firm Name
Firm Address
Firm Address

By_____

Authorized Officer/Signatory

Title:_____

Date:_____

NEW YORK STATE ACKNOWLEDGEMENT - DASNY

State of New York)

) SS:

County of _____)

On the ____ day of _____, in the year _____, before me, the undersigned,
personally appeared:

(NAME)

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary

Stamp or seal containing printed name, county of qualification of notary public and expiration date of notary commission

NEW YORK STATE ACKNOWLEDGEMENT – Contractor/Consultant

State of New York)

) SS:

County of _____)

On the ____ day of _____, in the year _____, before me, the undersigned,
personally appeared:

(NAME)

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary

Stamp or seal containing printed name, county of qualification of notary public and expiration date of notary commission

APPENDIX "A"

SCOPE OF SERVICES

The Architectural and Engineering firm shall provide design, planning, and engineering services for the development of bridging documents associated with the development of a new 100-bed psychiatric hospital and support facilities at the Manhattan Psychiatric Center, with a secondary option for a 200-bed psychiatric hospital. The services will include but not be limited to; programming, site analysis and planning, code and regulatory reviews, conceptual design, performance specifications, bridging documents, and order of magnitude cost estimate. The design team will also be provided copies of recent studies completed by the NYS OGS related to underground utility infrastructure on the project site, as well as underground water, sanitary and stormwater assessments. The design team must complete any additional needed assessments, including but not limited to:

- Geotechnical borings and sampling
- Topographic survey
- Utilities mark outs
- Hazardous materials
- Zoning, easements, regulatory constraints
- Site layout related to site security, circulation and parking

The bridging documents shall be developed in the following sequence:

1. Programming and Feasibility Study
2. Conceptual Design
3. Bridging Documents

1. Programming and Feasibility Study:

a. Feasibility Study for Existing Services:

The new 100 or 200-bed civil psychiatric facility will be co-located on a campus with an existing OMH facility. In the program phase, the consultant must thoroughly evaluate all major support functions in the existing facility and identify whether sufficient capacity exists (or could be created in the existing space) to support the new facility. The consultant is to provide documentation that fully evaluates options for OMH to consider. For example, the existing facility has a large commercial kitchen. The consultant must evaluate whether the existing kitchen has capacity to serve the new facility (in both the 100-bed and 200 bed scenarios), and whether the existing kitchen could be expanded in its current location to avoid constructing a new kitchen in the new building. All support functions should be evaluated in the same fashion, with the goal of leveraging support services in the existing buildings where possible. OMH would prefer to reconfigure space in the existing building, expanding support services through separate construction projects, rather than duplicating all services in the new building. Services that should be evaluated include but are not limited to the following:

- Safety and Security
- Nutrition Services
- Housekeeping
- Work Control and Facilities Maintenance
- Administrative Offices
- Pharmacy
- Traffic flow patterns onto, and through the site
- Parking
- Site Plan, including new building footprint

As part of the study of existing services, consideration should be given to insuring both the continuing operations of the Dunlap Building and the initiation of the operation of the new building. There is currently an existing building on the site where this new facility will be generally located. OMH has an active Office of General Services (OGS) project to demolish that building. The current substantial completion date of demolition is 10/2/2027.

b. Programming Services:

Review all OMH's ongoing design and construction projects currently underway and/or planned at Wards Island. The consultant team must review these projects to gain familiarity with the buildings and upcoming construction work to avoid conflicts with the new facility. This is also important as the consultant reviews opportunities to expand existing support services outlined in section 1a above.

- Develop a building program to accommodate 100-beds based on client's needs as determined during programming meetings (in person as required) with the option of increasing bed count to 200-beds. The programming must incorporate all NYS OMH regulatory standards, such as:
 - NYCRR Title 14
 - NFPA 101, 2012
 - 2018 FGI Guidelines
 - NYSOMH Adult Design Standards
 - NYSOMH Space Standards
 - NYSOMH Patient Safety Standards
 - NYS OMH Security Standards
- Complete the building program to the extent necessary to fully define space requirements, required adjacencies and proximities needed to fully develop the new facility.
- Conduct existing conditions, underground utilities, hazmat, and geotechnical surveys and all other investigations to fully understand all existing site conditions. It should be noted, OMH has already completed several recent studies on existing site conditions, including electrical. Existing OMH studies must be leveraged to the extent possible.
- Include a project development timeline.

2. Conceptual Design:

The firm is to develop conceptual options for the 100-Bed scheme with a secondary option for a 200-Bed scheme. During the conceptual design phase, the firm must:

- a. Identify and document all regulatory and approval processes and measures required for the project.
- b. Review and evaluate existing site to coordinate development of infrastructure including sewer, water, gas, power, storm drainage, and communication systems.
- c. Analyze and develop criteria for building systems including plumbing, electrical, mechanical, architectural, fire protection, security, communications, conveying, and structural systems relative to performance and cost. Highlight any sustainability measures, including cost implications.
- d. Determine availability of site utilities in b. above to meet the needs of c. above.
- e. Develop and prepare conceptual design options inclusive of site plans, floor plans, illustrating room functions with rough dimensions, cross sections, exterior elevations, and the type of construction proposed.
- f. Prepare a construction costs estimate and a construction timeline with key milestone dates including delivery of design and construction documents. Major project components, including building systems, shall be defined with their related budget estimates.
- g. Meet with designated DASNY/OMH personnel (in person as required) to review design and project estimates. Make corrections and changes as requested. Submit copies of the concept design options, and cost estimates (refer to deliverables section), electronically to DASNY and OMH for review and approval.

3. Bridging Documents:

The bridging documents shall be developed to sufficiently convey design intent and feasibility. These documents must clearly define OMH's project regulations and requirements to ensure compliance by the design-build team. Deliverables shall include (refer to deliverables section) – up to a schematic level design floor plan, elevations, amassing diagrams, site plan and sections, final cost estimates, specifications, site and code analysis and more. The bridging documents shall include performance requirements for all major building systems, including plumbing, HVAC, electrical, BMS, fire protection, security, communications, food service and vertical transportation and other work required to complete the project. Specifications must be consistent with the level of detail typically found in a schematic submission, and following CSI/UCI 16

Division Format, including work sequence schedule in Division 1, General Requirements. The bridging documents shall provide:

- a. Performance criteria and distribution systems for building envelope, electrical and mechanical system components.
- b. Performance criteria and distribution systems for security systems including locking devices, cameras, interface with BMS systems, interface with existing OMH systems in other Wards Island buildings and other systems as required.
- c. Detailed cost estimate reflecting the scope and up to a schematic design and preliminary specifications. It shall include:
 - Breakdown by major building systems and trades (e.g., architectural, structural, MEP, site work, BMS, vertical transportation, finishes, specialty systems)
 - Soft costs and allowances for contingencies, and escalation
 - Summary of assumptions and exclusions
 - Alignment with the proposed bed count and programmatic requirements

The cost estimate must be suitable for use by DASNY and OMH in evaluating design-build proposals and validating budget compliance.

- d. The bridging consultant will work with OMH and OMH's representative to define specific goals and objectives as it pertains to Sustainability such as maximizing energy efficiency and, the use of renewable energy measures. The bridging consultant will also highlight any cost differences associated with sustainability measures.
- e. Submit copies of the bridging documents electronically to DASNY/OMH for review and approval.

4. Design-Builder Procurement:

- a. Attend a pre-proposal meeting scheduled by the DASNY/OMH.
- b. Assist with responding to bid questions and preparing addendum's; if necessary, to clarify intent of the bridging documents to bidders.
- c. Assist the DASNY/OMH in evaluating bids and determining lowest responsible bidder.
- d. Prepare meeting minutes.
- e. Attend all meetings with DASNY/OMH as requested (in person, as required).
- f. Attend individual meetings with the perspective Design-Build contractor.

- g. Provide clarifications on intent of bridging documents to owner as requested (in person, as required).
- h. Assist the owner with the development for the request for proposal.
- i. It should be noted, the successful qualified architectural firm and its principal subconsultants for this engagement will not be eligible to participate on the Design-Build team.

5. Construction Phase Services:

- a. Attend meetings if requested (in person, as required).
- b. Respond to questions raised by the owner.
- c. Provide an interpretation on intent of the bridging documents including but not limited to, design-build contractor compliance with bridging documents.
- d. Perform any site visits as requested.

APPENDIX "B"

SUMMARY OF PAYMENTS

MAXIMUM AMOUNT PAYABLE

\$ 0 NTE

A. CONSULTANT's SERVICES

\$ 0 LS

1. Original Scope of Services

\$ 0 LS

B. REIMBURSABLES

\$ 0 AE

Payments for Services shall be made monthly in proportion to Services performed and approved by the OWNER. Payments shall be requisitioned on the OWNER's form, **PROFESSIONAL SERVICES CONTRACT PAYMENT REQUISITION**, with accompanying certified payroll copy, Compliance Report, and other appropriate backup. Certified payroll shall show the names and rates of pay of all personnel performing services during the payment period, and their position classification. Only said form shall be used for reimbursement of Services.

NTE = Not to Exceed

LS= Lump Sum

AE = Actual Expense

APPENDIX "C"

SCHEDULE OF TECHNICAL CLASSIFICATIONS AND HOURLY RATES

The following is a listing of Technical Classifications and Hourly Rates associated with this Project. Changes in Rates, Classifications or Personnel must be verified by certified payroll records/audit and have the prior approval of the OWNER before payment can be authorized.

Schedule of Technical Classifications and Hourly Rates for use with Additional Services and Extra Work of the CONSULTANT, pursuant to Article V.C.:

<u>Technical Classifications</u>	<u>Direct Salary Rate</u>
Project Consultant/Engineer/Manager	\$ _____
Consultant 1 / Engineer 1	_____
Consultant 2 / Engineer 2	_____
Mechanical/Electrical Engineer	_____
Drafter	_____
Specifications Writer	_____
Shop Drawing Reviewer	_____

APPENDIX "D"

ADDITIONAL INSUREDS

Office of Mental Health (OMH)- 75 New Scotland Avenue, Albany, NY 12208
Dormitory Authority of the State of New York - 515 Broadway, Albany, NY 12207
State of New York- One Commerce Plaza, 99 Washington Ave, Albany, NY 12231-0001

Questions concerning Additional Insured Requirements should be directed to Nic Zarrelli,
Managing Senior Director, Construction, Finance and Administration at (518) 257-3787.

APPENDIX "E"
ADDITIONAL ITEMS