



# REQUEST FOR PROPOSALS ARCHITECTURAL/ENGINEERING SERVICES RFP: A&E Panel August 2025

| KEY DATES/EVENTS:                              |  |
|--|--|
| Event  | Date/Time                                      |
| RFP Publication Date                           | August 15 <sup>th</sup> , 2025 9:00 AM         |
| Request for Information Cutoff Date            | September 5 <sup>th</sup> , 2025 4:00 PM       |
| RFI Responses posted by                        | September 14 <sup>th</sup> , 2025 9:00 AM      |
| Bid Registration Cutoff Date                   | September 5 <sup>th</sup> , 2025, 4:00 PM      |
| <b>RFP Due Date*</b>                           | <b>September 16<sup>th</sup>, 2025 3:00 PM</b> |
| Shortlist Interviews – TBD- At RIOC discretion | September 29 <sup>th</sup> , 2025              |
| Anticipated Award                              | October 2025                                   |

**IMPORTANT NOTICE:** A restricted period under the Procurement Lobbying Law is currently in effect for this Request for Proposals (RFP). Bidders are prohibited from contact related to this procurement with any New York State employee other than the designated contacts as described in this Request for Proposals.

**\*RFP proposals are due on or before 3:00 p.m. EST. Proposals submitted past this deadline cannot be accepted.**

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## I. PROPOSAL CHECKLIST

Bidders must submit this completed checklist with their Bid Proposal. Failure to include this Form may result in Bidder's disqualification in bidding on this RFP.

I, \_\_\_\_\_, a principal of the Bidder \_\_\_\_\_, certify that the following information has been submitted as part of the response to this Request for Proposals.

*As a reminder to the Bidder, all forms contained in the list below can be found on RIOC's web site at <https://rioc.ny.gov/216/RFPs-Bids>*

### Required Submissions

- Submitted all required information with respect to Required Proposal Contents, including but not limited to Basic Bidder Information, Additional Bidder Information, Fee Proposal and Required Forms. (Section VIII)
- Submitted proposal via e-mail or drop box submission, detailed below.
- Completed and submitted State Finance Law Sections 139-j and 139-k forms (Section XVI.1)
- Submitted Copy of VendRep receipt OR Hard Copy of VendRep Questionnaire (Section XVI.2)
- Completed and submitted Iran Divestment Act Certification (Section XVI.3)
- Completed and Submitted M/WBE 100 – M/WBE Participation/Equal Employment Opportunity Policy Statement (See Section XVI.4.)
- Completed and Submitted M/WBE 101 – Staffing Plan (See Section XVI.4)
- Completed and Submitted M/WBE 103 – Utilization Plan (Where M/WBE goals have been established by RIOC, see Section XVI.4)
- Completed and Submitted M/WBE 104 Waiver Request AND Accompanying Proof of “Good Faith Efforts” (Where Bidder is seeking a partial or total waiver from M/WBE goals established by RIOC, see Section XVI.4)
- N/A - Completed and Submitted SDVOB 103 – Utilization Plan (Where SDVOB goals have been established by RIOC, See Section XVI.5)
- N/A - Completed and Submitted SDVOB 104 – Waiver Request AND Accompanying Proof of “Good Faith Efforts” (Where Bidder is seeking a partial or total waiver from SDVOB goals established by RIOC, see Section XVI.5)

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## Required Submissions

- N/A - Completed and Submitted SDVOB 109 – SDVOB Contractor Unavailability Certification (Where Bidder is unable to subcontract/partner with SDVOB’s contacted to meet goals established by RIOC, see Section XVI.5)**
- Completed and submitted Use of NYS Business Form (Section XVI.6)**
- Completed and submitted ST-220-CA Form or Affidavit (Section XVI.7)**
- Completed Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law (see Section XVI.10)**
- Completed and Submitted Appendix A – Cost Proposal (see Section XVI.11)**
- Completed and Submitted Schedule C of Appendix B AND all supplemental information required to be provided with Schedule C (see Section XVI.12)**
- Completed and Submitted MacBride Fair Employment Principles Stipulation (see Section XVI.13)**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## II. INTRODUCTION

The Roosevelt Island Operating Corporation (RIOCI) was created in 1984 by the State of New York as a public benefit corporation with a mission to plan, design, develop, operate, and maintain Roosevelt Island. With a focus on innovative and environmentally friendly solutions, RIOCI is committed to providing services that enhance the island's residential community. RIOCI manages the two-mile long island's roads, parks, buildings, a sports facility, and public transportation, including the iconic Roosevelt Island Tramway. Additionally, RIOCI operates a Public Safety Department that helps maintain a safe and secure environment for residents, employees, business owners, and visitors.

As part of its mission, RIOCI strives to enhance the quality of life of Roosevelt Island residents and the people of New York State, by promoting public facilities, open spaces and commercial facilities on the Island. These include the Aerial Tramway, sanitary and safety departments, pedestrian walkways, Sportspark, outdoor fields, streets, and a variety of storefronts along the Island's Main Street.

Further information about RIOCI can be found at <https://rioc.ny.gov/216/RFPs-Bids> .

## III. OVERVIEW

In an effort to best progress and enable future projects, RIOCI is seeking a panel of qualified multi-discipline Architectural/Engineering firms, or Architect/Engineer joint ventures to provide architectural, marine, historical site, civil, mechanical and electrical engineering consultation in a planning, design and construction-related capacity – described more fully in “Scope of Services” below, and in the RIOCI Design Consultant Guide (Appendix C) – for construction and rehabilitation projects on Roosevelt Island.

Once panel members are selected, RIOCI will issue a “Request for Proposal” (RFP) directly to the pre-qualified panel to expedite certain projects that are deemed time sensitive. After sealed bids are received and evaluated, bidders will be notified of the selected entity.

Neither the submission of a response to this Request for Proposal (“RFP”) by any entity nor the acceptance of such response by RIOCI will obligate RIOCI in any manner whatsoever. RIOCI reserves the right to accept or reject any or all proposals received in response to this RFP. Legal obligations will only arise upon execution of a formal agreement by RIOCI and the Respondent(s) selected by RIOCI.

## IV. TERM

RIOCI is seeking the Services for a contract term of three (3) years with RIOCI's option to renew for another three (3) year term.

## V. RFP KEY POINTS

- **Read the RFP in its entirety.** Note key items such as: schedule of dates, scope of services, and required proposal contents.

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- **Only correspond with the “Designated Contact” For Bidders.** Note the name and e-mail address of the “Designated Contact(s),” i.e., the only individual(s) you are allowed to contact regarding this RFP — as specified in the “Questions” section.
- **Check the RIOC website often.** All amendments, clarifications, Bidder questions with RIOC responses, along with any announcements relating to this bid will be posted on RIOC’s web site at <https://rioc.ny.gov/216/RFPs-Bids> . It is the Bidder’s responsibility to check RIOC’s website periodically for any updates. All applicable amendment information must be incorporated into the Bidder’s proposal. Failure to include this information in your proposal may result in disqualification or a reduced technical score.
- **Take advantage of the question and answer period.** Submit your questions to the Designated Contact by the date listed in the “Schedule of Dates” section.
- **Provide complete answers/descriptions.** Bidder must completely answer all questions and provide all mandatory documents. To ensure you are not disqualified from the bid evaluation process, thoroughly read all proposal requirements and provide complete responses.
- **Review the RFP document and your proposal.** Make sure all requirements are addressed and all copies are identical and complete.
- **Package your proposal as specified in section VIII of the RFP.** Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive leading to disqualification of the bid.
- **Submit your proposal on time.** Proposals received after the date and time listed in the “Schedule of Dates” will not be considered for award, except as indicated in the “General Provisions” section, and may be returned, unopened, to the sender.

## VI. SCOPE OF SERVICES

**FOR A FULL DESCRIPTION OF THE SCOPE OF SERVICES SEE APPENDIX C (RIOC DESIGN CONSULTANT GUIDE) OF THIS RFP. (Beginning on page 61)**

RIOC strongly encourages firms that are certified by New York State as minority- and women- owned business enterprises (“MWBE”) or service-disabled veteran-owned businesses (“SDVOB”), as well as firms that are not yet certified, but have applied for certification, to submit responses to this RFP.

## VII. SCHEDULE OF DATES

| KEY DATES/EVENTS:                              |  |
|--|--|
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## KEY DATES/EVENTS:

Anticipated Award

October 2025

**\*Pre-Proposal Meeting.** A pre-proposal meeting will not be held at RIOC's engineering office located at 680 Main Street, Roosevelt Island, NY 10044. Prospective bidders are strongly encouraged to attend. Firms will need approximately two (2) hours for various site tours, and a question and answer period.

Please confirm your attendance by sending an e-mail to [rfpbids@rioc.ny.gov](mailto:rfpbids@rioc.ny.gov). Be sure to include your firm name, complete address, and the number of persons attending. (Limit 3 persons per firm.)

The pre-proposal meeting and site visit are provided as a courtesy to prospective Bidders to assist them in becoming familiar with the scope of this project and the various project site conditions. Attendees acknowledge and agree that only the RFP and any addenda issued may be relied upon by Bidders. Verbal statements made by representatives of RIOC during the meeting and site visit, or at any other time are for informational purposes only, and are not to be relied upon unless subsequently considered in an official written addendum issued by RIOC. The purpose of the meeting is strictly to provide an overview of the requested scope, terms, and specific minimum requirements of this RFP to which a Bidder is expected to conform.

While Bidders are not restricted from asking questions during the pre-proposal meeting, they are strongly encouraged to submit written questions before or after the meeting to the Designated Contact identified in Section XII of the RFP.

RIOC reserves the right to modify this schedule at its discretion. Notification of changes in connection with this RFP will be made available to all interested parties via RIOC's website at <https://rioc.ny.gov/216/RFPs-Bids>

This RFP complies with the 2014 New York State Office of General Services (OGS) Procurement Guidelines.

## VIII. REQUIRED PROPOSAL CONTENTS

Bidders are required to follow the guidelines and instructions contained in this RFP. In the event it becomes necessary to revise any part of this RFP, revisions will be provided by addenda posted on the NYS Contract Reporter website (<http://www.nyscr.ny.gov>) and the RIOC website

Bidders **MUST** submit:

- a. One (1) e-mailed proposal with all required documents signed and all forms and attachments. Proposals should be organized, clearly labeling the different items included in Sections 1-3 below; and

The cover page of proposal should state "RFP: A&E Panel August 2025"

The entire proposal should be contained in document with reference to "RFP: A&E Panel August 2025"

Bidders must provide the information and documents below in the order in which it is requested, and label it with the appropriate section number at the beginning of each section. Proposals that do not comply with the stated requirements may be rejected.

### Section 1: Basic Bidder Information

- 1) Submittal Content

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- a. Outside Cover – The Outside Cover and First Page shall contain:
  - i. The title: RFP: A&E Panel August 2025
  - ii. The Submittal date
- b. Table of Contents
- c. Transmittal Letter – The short transmittal letter shall:
  - i. Summarize why the Respondent believes itself to be the most qualified;
  - ii. Contain a statement that to the best of the Respondent’s abilities all information contained in the RFP submittal is complete and accurate;
  - iii. Contain a statement granting Roosevelt Island Operating Corporation and its representatives authorization to contact any previous client of the Respondent (or a Respondent’s Team Member) for purposes of ascertaining an independent evaluation of the Respondent’s or a Respondent’s Team member’s performance;
  - iv. At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.
- d. Description of the respondent – This section shall include a complete narrative description of the Respondent’s firm (or firms if the Respondent is a Joint Venture entity.) Information should include:
  - i. Firm history and specialization
  - ii. Honors and awards
  - iii. Location of main and branch offices
  - iv. Names of the principal officers of the firm
  - v. Identification of the major consultants if known
  - vi. Proposed point of contact
- e. Organization Chart – Include and simple organization chart showing how the Respondent, if selected as the Architect/Engineer, would organize its personnel for the project. If Respondent is a Joint Venture entity, please show combined staff hierarchy.
- f. Key Professionals – Identify the key members of your team that would be involved in the project and describe their area of expertise and what role they will perform in the Architect’s team. Indicate their availability for this project schedule. Identify and provide contact information for the person(s) in the firm who will be RIOC’s primary point(s) of contact.
- g. Resumes – Provide resumes of any person identified as key professional. The Firm selected will be responsible for providing updated/current resumes during design and construction. The resumes should contain the following:
  - i. Name
  - ii. Educational background
  - iii. Employment history
  - iv. Proposed role in the Project
  - v. An identification of other relevant projects in which the person has been involved and a name/phone number of a representative of any project cited that can be contacted for a reference
  - vi. Other information you believe to be relevant
- h. Narrative – Your proposal should be organized to clearly address:
  - i. Philosophy or approach to sourcing and achieving different funding opportunities.

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- ii. Prior experience with ‘public-sector’ clients and processes including experience with NYS Procurement Guidelines, and compliance with New York State’s State Finance law
  - iii. Clear understanding of the functional and operational aspects of Roosevelt Island and the role of the Roosevelt Island Operating Corporation
  - iv. Professional qualifications of individuals assigned to the Project
  - v. History of effective schedule and budget management for projects similar in nature
- i. Relevant Experience of the Respondent – Include a brief description of representative projects and specify the firm’s role, including relevant dates, and a description of the client for each. List at least than four relevant projects. A relevant project is one which best exemplifies the firm’s qualifications for this Project. RIOC seeks two examples from each governmental and nongovernmental project.

Examples should include:

- i. Name of project
- ii. Type of building(s)
- iii. Project location
- iv. Total project cost
- v. Project Description
- vi. Project Delivery Method
- vii. Describe the services your firm provided.
- viii. Indicate which team members were involved in the project and specify their role
- ix. Provide a statement acknowledging if the project was completed on time/on budget
- x. Provide a few illustrative photographs or renderings, AutoCAD drawings(s), etc.
- xi. Indicate proficiency of use of project controls software – either owner/CM/architect/engineer specified - provide sample reports.

2) Indicate whether you have previously provided services to RIOC or any other New York State, local or federal entities. If so, list and describe any and all work performed, including: (a) the date(s) such work was performed, (b) the entity for which such work was performed, (c) the area of expertise for the work performed, and (d) references for such work, including phone numbers and e-mail addresses for the references.

3) If the Bidder is a State-Certified MWBE or SDVOB entity, provide a copy of such certification. Entities that are not certified, but have applied for certification, should provide a copy of such application.

4) Provide a description of the instances, if any, in which the Bidder has worked with certified MWBE or SDVOB entities on previous projects by engaging in joint ventures or other partnering or subcontracting arrangements. Responses should include the nature of the engagement, how such arrangement was structured, and a description of how the services and fees were allocated.

5) A statement of the Bidder’s willingness, if any, to engage in future certified MWBE and SDVOB partnering or mentoring arrangements with either a Bidder selected by RIOC or one of your choosing and if the latter, a list of MWBE and SDVOB Bidders with which the Bidder is prepared to partner. Such statement should include an explanation of how the Bidder would suggest structuring such an arrangement and allocating services and fees between the participating Bidders.

6) Provide at least three general references with contact information, including phone numbers and e-mail addresses, in addition to any contacts listed in Subsection 2(d) of this Section.

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## Section 2: Fee Proposal

Section 2 shall include hourly staff rates. In listing hourly rates, Bidders should include all costs, exclude out-of-pocket reimbursable expenses but include overhead and profit.

The Fee Proposal for hourly rates of each staff title expected to provide services should be submitted on the Fee Proposal Form, attached to this proposal as Appendix A.

Architectural/Engineer personnel schedule completed with the appropriate rates as related to the responding bidder's area of expertise. (Please refer to sample AE1 Architectural/Engineering Rate Schedule. Please include additional sections for any other personnel not included in the sample, i.e. surveyor, environmental consultants, etc.)

## Section 3: Required Forms

The forms and statements described later in Section XVI and provided on the website, Procurement Forms and Requirements, should be completed, executed, and included in the Bid Proposal as Section 4.

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## IX. SELECTION CRITERIA

| Proposal Evaluation Criteria  | Maximum Points |
|---|----------------|
| <p><b>1. Experience and Qualifications:</b> This criterion will take into account the Bidder's description of its experience and qualifications stated in the cover letter that MUST be included, as outlined above. Bidder should clearly delineate the role of any proposed subcontractors in the performance of the services. Qualifications will include business references and work samples, as applicable. Specifically, RIOC will evaluate the Bidder's experience by the number of years the Bidder (or its key personnel that will perform the work) has conducted the specified work along with performance on past, similar projects. RIOC will also take into account affiliations or partnerships that may contribute to the Bidder's qualifications.</p> | <b>30</b>      |
| <p><b>2. Ability to Perform the Required Services:</b> RIOC will conduct an evaluation of the bidder's approach to meeting the needs specified in the Scope of Services. RIOC will consider the relative experience demonstrated by the bidder in providing the services, as well as the degree to which the bidder's capability meets RIOC's needs. Depending on the nature of the project, RIOC may also consider whether the bidder's proposal demonstrates an efficient and practicable approach. Please see a sample "Consultant Evaluation Form" attached as "Appendix D" for typical criteria that RIOC will use internally to rate the bidders.</p>   | <b>30</b>      |
| <p><b>3. Financial Capability:</b> RIOC will examine the financial information provided with the proposal (as specified in Appendix B, Schedule C), as well as pertinent information provided in the VendRep form in order to determine the Bidder's ability to perform the services. <u>This criteria is evaluated by RIOC's Fiscal Department.</u></p>  | <b>20</b>      |
| <p><b>4. Fee:</b> Bidder should include their fees for services in the Fee Proposal Form (Appendix A). The Bidder with the lowest fee to RIOC will receive 10 points. All other Bidders will receive a percentage of points based on the variance of the compensation from the lowest proposal. Cost score is a calculation, not an analysis. RIOC will use the New York State Office of the State Comptroller's recommended formula for cost scores: <b>Max Points x (Lowest Bid ÷ Bid Being Evaluated).</b></p> <p><u>This criteria is calculated by Fiscal Department.</u></p>   | <b>20</b>      |
| <p><b>Maximum Available Points:</b></p>   | <b>100</b>     |

Staff responsible for the review and evaluation of proposals will independently review each proposal based on the criteria listed above. Each reviewer's score for criteria 1, 2, will be combined to provide an average score. Scores for "Financial Capability" and "Fee" (criteria 3 and 4) are provided by RIOC's Fiscal Department and added one time to the average score.

Presentations may be conducted as RIOC determines necessary. These may be conducted in person or by virtual meeting.

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1. RIOC reserves the right to bring in the top four high scoring firms with a minimum score of 75 points, to make a brief presentation, which will undergo evaluation by an evaluation committee. Respondents will be asked to prepare a short 15-minute presentation to best demonstrate to RIOC their understanding of the Roosevelt Island Operating Corporation executive recruitment needs. The total time for prepared presentation and discussion will be limited to a maximum of one (1) hour. The Presentation should further demonstrate the Bidder's ability to provide the required services. Further information with regard to the format of this stage of the evaluation may be requested at this time.
2. Following the Presentation(s), staff responsible for review and evaluation of the proposals will finalize the scoring of each finalist interviewed on the criteria listed above. The selection of the successful Bidders will be those with the highest combined average score.

## X. INSURANCE REQUIREMENTS

Prior to entering into any contract with RIOC, the Selected Bidder shall be required to comply with RIOC's insurance requirements. **Schedule A, Section 14 of Appendix B** outlines the specific insurance coverages that the successful Bidder will be required to obtain.

## XI. SUBMISSION OF PROPOSALS

Proposals **MUST** be delivered via e-mail to the designated contact as listed above and below. The proposal must be submitted on or before the listed deadline.

Proposals are due and **MUST** be received at the e-mail designated below no **later than 3:00 P.M. on September 16<sup>th</sup>, 2025**. Proposals received after the indicated date and hour may not be considered. It is the sole responsibility of each Bidder to ensure that its proposal is received before the submission deadline. Bidders shall bear the risk associated with delays in mail, courier services or hand delivery.

Proposals **MUST** be submitted to:

ATTN: Amy Firestein  
[rfpbids@rioc.ny.gov](mailto:rfpbids@rioc.ny.gov)  
RFP: A&E Panel August 2025  
Roosevelt Island Operating Corporation  
426 Main Street  
Roosevelt Island, NY 10044

RIOC reserves the right, at its discretion, to postpone the date for submission and opening of proposals. Any proposal submitted prior to notice of such postponement may be withdrawn without prejudice.

Bidders will be notified of any details postponements via Addendum posted on RIOC's website and may also be contacted by RIOC's designated contact person(s) of the same.

Addenda to this RFP, including responses to any questions submitted in writing, will be posted on the RIOC website as set forth below.

**A public bid opening will be conducted at the appointed Bid Submission date and time. [Public bid openings are required under §144 of New York State Finance Law for Public Works contracts. As a best practice, RIOC strives to conduct public bid openings for all procurements where feasible/practicable. ]**

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## XII. QUESTIONS

All questions, comments, requests for clarification, and other communications regarding this RFP **MUST** be submitted by e mail to the designated contact, [rfpbids@rioc.ny.gov](mailto:rfpbids@rioc.ny.gov). No later than **September 5<sup>th</sup> at 4:00 P.M. EST.**

Answers will be posted no later than **September 14<sup>th</sup>, 2025 at 4:00 P.M. EST** via RIOC's website at: <https://rioc.ny.gov/216/RFPs-Bids>

In addition, any changes, additions or deletions to this RFP will also be posted on RIOC's website, along with the electronic version of this RFP. Bidders should note that any necessary clarification **MUST** be sought by the deadline for questions set forth in Section VII, Schedule of Dates. Bidders are urged to check RIOC's web site frequently for notices of any clarification of or changes, additions or deletions to the RFP.

The Designated Contact person for this solicitation is:

Amy Firestein, Director of Procurement, Roosevelt Island Operating Corporation, 524 Main Street, New York, NY 10044.

Ms. Firestein may be reached by email at: [rfpbids@rioc.ny.gov](mailto:rfpbids@rioc.ny.gov).

OTHER THAN THROUGH THE CONTACT PERSONS IDENTIFIED HEREIN, PROSPECTIVE BIDDERS SHALL NOT APPROACH RIOC'S EMPLOYEES OR COMMUNICATE WITH RIOC DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY PROPOSALS SUBMITTED PURSUANT THERETO.

**\*\* Please read Section XVI.1 below and State Finance Law §§ 139-j and 139-k carefully in this regard. Any violation of the State Finance Law may result in the proposal being rejected without consideration, as well as other consequences. \*\***

## XIII. DEBRIEFING

According to State Finance Law §163(9)(c), as amended by Section 3 of Chapter 137 of the Laws of 2008, RIOC shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to a request for proposal or an invitation for bids, regarding the reasons that the proposal or bid submitted by the unsuccessful Bidder was not selected for an award. A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing.

Debriefing shall be requested in writing by the unsuccessful Bidder within 15 calendar days of the RIOC notifying the unsuccessful Bidder(s) that another vendor was selected.

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An unsuccessful Bidder's written request for a debriefing shall be submitted to:

ATTN: Amy Firestein  
[rfpbids@rioc.ny.gov](mailto:rfpbids@rioc.ny.gov)  
RFP: A&E Panel August 2025  
Roosevelt Island Operating Corporation  
426 Main Street  
Roosevelt Island, NY 10044

The debriefing shall be scheduled within 15 calendar days of receipt of written request by RIOC or as soon after that time as practicable under the circumstances.

## **XIV. GENERAL PROVISIONS**

- 1) The issuance of this RFP and the submission of a response by a Bidder or the acceptance of such a response by RIOC does not obligate RIOC in any manner.
- 2) RIOC reserves the right to:
  - Accept or reject any or all proposals received in response to the RFP;
  - Amend, modify or withdraw the RFP at any time, at RIOC's sole discretion;
  - Make an award under the RFP in whole or in part;
  - Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
  - Seek clarifications and revisions of proposals;
  - Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to RIOC's request for clarifying information in the course of evaluation and/or selection under the RFP;
  - Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
  - Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
  - Extend the deadline for submission of responses to this RFP or otherwise modify the schedule of dates set forth in this RFP;
  - Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
  - Waive any requirements that are not material;
  - Require supplemental statements or information from any responsible party;
  - Negotiate with the successful Bidder within the scope of the RFP in the best interests of RIOC;
  - Conduct contract negotiations with the next responsible Bidder, should RIOC be unsuccessful in negotiating with the selected Bidder;
  - Negotiate potential contract terms with any Bidder;
  - Utilize any and all ideas submitted in the proposals received; and

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- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of Bidder's proposal and/or to determine Bidder's compliance with the requirements of the solicitation

- 3) RIOC may exercise the foregoing rights at any time without notice and without liability to any Bidder or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the responding Bidder.
- 4) All information submitted in response to this RFP is subject to the Public Officers Law Article 6, Sections 84-90 ("Freedom of Information Law"), which generally mandates the disclosure of documents in the possession of RIOC upon the request of any person unless the content of the document falls under a specific exemption. In addition, all responses may be discussed at meetings of the RIOC Board of Directors and Committees meetings, which are subject to the Public Officers Law Article 7, Sections 100-111 ("Open Meetings Law").

## XV. FORM OF CONTRACT

After the Bidder is selected, RIOC will prepare a contract defining all terms and conditions of the engagement and the selected Bidder's responsibilities in conformance with Schedule A of RIOC's Standard Form of Contract attached hereto as Appendix B. Bidders are encouraged to review this document prior to submitting proposals as the successful Bidder will be required to execute this standard contract.

## XVI. PROCUREMENT FORMS AND REQUIREMENTS

Additional requirements for this RFP are listed below in the bulleted list (*with additional information for Submissions 1-11 listed in the corresponding subsection below*).

**Forms required to be submitted MUST be executed and included with the proposal in the same order as listed below (a copy of all required forms may be found at <https://rioc.ny.gov/216/RFPs-Bids>):**

1. Proposal Checklist
2. State Finance Law Sections 139-j and 139-k forms
  - a. Offerer Disclosure of Prior Non-Responsibility Determinations
  - b. Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law 139-j(6)(b)
  - c. Offerer's Certification of Compliance with State Finance Law 139-k(5)
3. Vendor Responsibility Questionnaire
4. Iran Divestment Act Certification
5. Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities Forms
6. New York State Certified Service-Disabled Veteran Owned Business Participation Forms
7. Encouraging the Use of NYS Businesses in Contract Performance Form
8. Certification under State Tax Law Section 5-a
9. INTENTIONALLY OMITTED
10. NYS Department of Labor Prevailing Wage Rates (for review only – no submission requirement)
11. Non-collusive Bidding Certification Required by Section 139-D of the State Finance Law
12. Schedule C of Appendix B
13. MacBride Fair Employment Principles Stipulation

### 1. State Finance Law Sections 139-j and 139-k Forms

State Finance Law Sections 139-j and 139-k apply to this RFP. These sections govern: (1) permissible

# RFP: A&E Panel August 2025

communications between potential Bidders and RIOC or other involved governmental entities with respect to this RFP; (2) disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and (3) sanctions for knowing and willful violations of the provisions of these laws. Sanctions may include disqualification from eligibility for an award of any contract pursuant to this RFP. **Sections 139-j and 139-k require that all communications regarding this RFP, from the time of its issuance through final award and execution of any resulting contract (the “Restricted Period”), be conducted only with the designated contact listed in this Section XII above.**

Bidders **MUST** submit the: (a) “Offerer Disclosure of Prior Non-Responsibility Determinations”; (b) “Offerer’s Affirmation of Understanding and Agreement pursuant to State Finance Law § 139- j(3) and § 139-j(6)(b)”; and (c) Offerer’s Certification of Compliance with State Finance Law 139-k(5) as part of their submittal.

State Finance Law Sections 139-j and 139-k also require that RIOC staff obtain and report certain information when contacted by Bidders during the Restricted Period. RIOC **MUST** also make a determination of the responsibility of Bidders and make all such information publicly available in accordance with applicable law. If a Bidder is found to have knowingly and willfully violated the State Finance Law provisions, that Bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible Bidder and will not be awarded a contract. In addition, two such findings of non- responsibility within a four-year period can result in being barred from obtaining any New York State governmental procurement contract.

The designated contact person for this solicitation is:

Director of Procurement; Amy Firestein, who may be reached at: [rpbids@rioc.ny.gov](mailto:rpbids@rioc.ny.gov).

The above is not a complete representation of the provisions set forth in State Finance Law Sections 139-j and 139-k. A copy of Section 139-j can be found <https://www.nysenate.gov/legislation/laws/STF/139-J> and a copy of Section 139-k can be found <https://www.nysenate.gov/legislation/laws/STF/139-K> or by e-mailing the designated contact All Bidders are solely responsible for full compliance with these laws.

## 2. Vendor Responsibility Questionnaire

All Bidders **MUST** be “responsible,” which in this context means that they **MUST** have the requisite financial ability, organizational capacity and legal authority to carry out its obligations under this RFP. In addition, Bidders **MUST** demonstrate that both the Bidder and its principals have and will maintain the level of integrity needed to contract with New York State entities such as RIOC. Further, the Bidder **MUST** show satisfactory performance of all prior government contracts. Accordingly, the contract to be entered into between RIOC and the Bidder, if any, shall include clauses providing that the Bidder remain “responsible” throughout the term of the contract; that RIOC may suspend the contract if information is discovered that calls into question the responsibility of the Bidder, and that RIOC may terminate the contract based on a determination that the Bidder is non-responsible. Language to this effect may be found in Schedule A of Appendix B.

To assist in the determination of responsibility, **RIOC requires that all Bidders register in the State’s Vendor Responsibility System (“Vend-Rep System”).** The Vend-Rep System allows business entities to enter and maintain their Vendor Responsibility Questionnaire information in a secure, centralized database. Bidders are to file the required Vendor Responsibility Questionnaire online via the Vend-Rep System or may choose to

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complete and submit a paper questionnaire. **INCLUDE a copy of your Vend-Rep submission receipt or paper questionnaire with your proposal.** A link to the Vend-Rep System may be found at <https://rioc.ny.gov/216/RFPs-Bids>

### **3. Iran Divestment Act**

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

The above referenced list is maintained by the Office of General Services. For further information and to view this list please go to: <http://www.ogs.ny.gov/about/regs/ida.asp>

**Required Form:** Iran Divestment Act Certification form, accessible at <https://rioc.ny.gov/216/RFPs-Bids>

### **4. Compliance with NYS Executive Law Article 15-A: Participation by Minority Group Members and Women with Respect to State Contracts**

RIOC is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The Bidder to this RFP agrees, in addition to any other nondiscrimination provisions of Appendix B and at no additional cost to RIOC, to fully comply and cooperate with RIOC in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority and women-owned business enterprises (“MWBEs”).

If awarded a Contract, Bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by RIOC on a [MONTHLY/QUARTERLY] basis during the term of the Contract.

Pursuant to Executive Order #162, Bidders and their subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Bidder’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

For purposes of this procurement, Bidders should make good faith efforts to use MWBE sub-contractors, sub-consultants, suppliers, and/or enter into joint venture or teaming agreements with MWBEs in order to comply with RIOC’s 30% overall MWBE participation contract goal, based on the current availability of qualified MBEs and WBEs. MWBEs are also encouraged to respond.

Failure to comply with all of the requirements of the MWBE Regulations may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to and/or enforcement proceedings as allowed by the Contract.

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**Required Forms** (all available at <https://rioc.ny.gov/216/RFPs-Bids> ):

- **Form M/WBE 100** – M/WBE Participation/Equal Employment Opportunity Policy Statement
- **Form M/WBE 101** – Staffing Plan
- **Form M/WBE 103** – Utilization Plan (Where M/WBE goals have been established by RIOC above or Bidder/Bidder's subcontractor(s) is a NYS certified M/WBE
- **Form M/WBE 104** – Waiver Request AND Accompanying Proof of Good Faith Efforts (where Bidder seeks a partial or total waivers from M/WBE goals established by RIOC above)

**Note:** For additional guidance on the Bidder's specific responsibilities for this RFP and any resultant contract, see the Proposal Checklist in Section I as well as Appendix C: Contractor Requirements And Procedures For Equal Employment And Participation Opportunities For Minority Group Members And New York State Certified Minority And Women-Owned Business Enterprise (available at <https://rioc.ny.gov/216/RFPs-Bids> ). The Directory of New York State Certified MWBEs can be viewed at: <https://ny.newcontracts.com/FrontEnd/VendorSearchPublic.asp?N=ny&XID=2528>

General inquiries or questions relating to the aforementioned policies, MWBE participation, and the goals specified herein may be addressed to [rfpbids@rioc.ny.gov](mailto:rfpbids@rioc.ny.gov). For guidance on how RIOC will determine "good faith efforts" refer to 5 NYCRR § 142.8.

## 5. Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. RIOC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of RIOC contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, Bidders should make good faith efforts to use SDVOB sub-contractors, sub-consultants, suppliers, and/or enter into joint venture or teaming agreements with SDVOBs in order to comply with RIOC's overall SDVOB participation contract goal, based on the current availability of qualified SDVOBs. SDVOBs are also encouraged to respond.

For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: [https://ogs.ny.gov/Veterans/docs/certifiednys\\_SDVOB.pdf](https://ogs.ny.gov/Veterans/docs/certifiednys_SDVOB.pdf) . Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contact. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.

**Required Forms** (all available at <https://rioc.ny.gov/216/RFPs-Bids> ):

- **Form SDVOB 103** – Utilization Plan (Where SDVOB goals have been established by RIOC

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above or Bidder/Bidder's subcontractors(s) is a NYS certified SDVOB

- **Form SDVOB 104** – Waiver Request AND Accompanying Proof of Good Faith Efforts (where Bidder seeks a partial or total waivers from SDVOB goals established by RIOC above)
- **Form SDVOB 109** – SDVOB Contractor Unavailability Certification (Where Bidder is unable to subcontract/partner with SDVOB's contacted to meet SDVOB goals established by RIOC above)

**NOTE:** For additional guidance on the Bidder's specific responsibilities for this RFP and any resultant contract, see Appendix D (available at <https://rioc.ny.gov/216/RFPs-Bids> ) and the Proposal Checklist contained in Section I.

General inquiries or questions relating to the aforementioned policies, SDVOB participation, and the goals specified herein may be addressed to [rpbids@rioc.ny.gov](mailto:rpbids@rioc.ny.gov).

## 6. Encouraging the Use of NYS Businesses in Contract Performance Form

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/proposers for contracts resulting from this RFP for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contracts. In order for RIOC to assess the use of New York State businesses in each Proposal, each Bidder **MUST** complete the Encouraging Use of New York State Businesses in Contract Performance form, available at <https://rioc.ny.gov/216/RFPs-Bids>

### Certification under State Tax Law Section 5-a – (ST-220-CA)

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a ("STL 5-a"). STL 5-a prohibits RIOC from approving any such contract with any entity if that entity or any of its affiliates, subcontractors or affiliates of any subcontractor makes sales within New York State of tangible personal property or taxable services having a value over \$300,000 and is not registered for sales and compensating use tax purposes. To comply with STL 5-a, **all Bidders to this solicitation MUST include in their Proposals a properly completed Form ST-220-CA (available at <https://rioc.ny.gov/216/RFPs-Bids> ) or an affidavit that the Bidder is not required to be registered with the State Department of Taxation and Finance.** Also in accordance with the requirements of STL 5-a, any contract resulting from this solicitation will require periodic updating of the certifications contained in Form ST-220-CA. Solicitation responses that do not include a properly completed ST-220-CA will be considered incomplete and non-responsive and will not be considered for contract award. Only the prime consultant completes Form ST 220-CA, but Schedule A to Form ST 220-CA requires detailed information from the sub-consultants, such as tax ID number, etc., if applicable.

**Moreover, if applicable, certificates of authority MUST be attached by the prime consultant and all the sub-consultants.**

## 7. INTENTIONALLY OMITTED

### 8. NYS Department of Labor Prevailing Wage Rates (for review only – no submission requirement)

Prevailing Wage Rate, as part of the requirements of Article 8 and Article 9 of the New York State Labor Law, requires public work Contractors and Sub-Contractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe

# RFP: A&E Panel August 2025

benefits) in accordance with prevailing practices in the locality where the work is performed. Work being bid is subject to the Prevailing Wage Rate provisions of New York State Labor Law Article 8. Any Federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed “serious or willful” may be grounds for a determination of vendor non-responsibility and rejection of bid. Please note: Contractors are required to be familiar with the applicable Living Wage rate requirements throughout the state and to pay its employees accordingly.

Prevailing wage requirements for this RFP are contained herein. The Prevailing Wage Schedule for this Project may also be viewed on the NYS Department of Labor website at <https://applications.labor.ny.gov/wpp/showFindProject.do?method=showIt> .

Contracts awarded for applicable projects in will require the contractor and subcontractors to submit a certified payroll with each of their invoices.

## **9. Non-collusive Bidding Certification Required by Section 139-D of the State Finance Law**

As part of this submission the Bidder **MUST** submit a signed and notarized copy of the **Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law** (available at <https://rioc.ny.gov/216/RFPs-Bids> ).

## **10. Schedule C of Appendix B**

As part of this submission the Bidder **MUST** submit a signed and notarized copy of **Schedule C of Appendix B** (a clean copy of Schedule C is available at <https://rioc.ny.gov/216/RFPs-Bids> ).

## **11. Cost Proposal**

As part of this submission the Bidder is responsible for a completed and signed Cost Proposal, annexed hereto as Appendix A.

## **12. NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT**

### **PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that if it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder has business operations in Northern Ireland, such bidder, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

# RFP: A&E Panel August 2025

## XVII. APPENDICES A /Bid Form

### AE1: Architectural / Engineering Rate Schedule

| Title                                | Inclusive Hourly Rate |   |
|--------------------------------------|-----------------------|---|
| <b>RS1 – Architectural Personnel</b> |                       |   |
| Principal                            | \$                    | - |
| Project Architect                    | \$                    | - |
| Project Manager                      | \$                    | - |
| Senior Architectural Designer        | \$                    | - |
| Junior Architectural Designer        | \$                    | - |
| Architectural Technician Senior      | \$                    | - |
| Interior Designer Junior Interior    | \$                    | - |
| Designer Interiors Technician        | \$                    | - |
| Programming Specialist Senior        | \$                    | - |
| Landscape Architect Junior           | \$                    | - |
| Landscape Architect Landscape        | \$                    | - |
| Technician                           | \$                    | - |
| Senior Draftsperson                  | \$                    | - |
| Junior Draftsperson                  | \$                    | - |
|                                      | \$                    | - |
|                                      | \$                    | - |
| <b>RS2– Engineering Personnel</b>    |                       |   |
| Principal                            | \$                    | - |
| Project Engineer                     | \$                    | - |
| Project Manager                      | \$                    | - |
| Senior Structural Designer           | \$                    | - |
| Senior Electrical Designer           | \$                    | - |
| Senior Plumbing Designer             | \$                    | - |
| Senior HVAC Designer Junior          | \$                    | - |
| Structural DesignerJunior            | \$                    | - |
| Electrical Designer Junior           | \$                    | - |
| Plumbing Designer Junior HVAC        | \$                    | - |
| Designer                             | \$                    | - |
| Engineering Technician               | \$                    | - |

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|                                 |    |   |
|---------------------------------|----|---|
| Senior Engineering Draftsperson | \$ | - |
| Junior Engineering Draftsperson | \$ | - |

## AE1: Architectural / Engineering Rate Schedule

| Title   | Inclusive Hourly Rate |   |
|---|-----------------------|---|
| <b>RS3– Estimating and Specifications Personnel</b> |                       |   |
| Principal   | \$                    | - |
| Senior Estimator                                    | \$                    | - |
| Junior Estimator                                    | \$                    | - |
| Senior Specifications Writer                        | \$                    | - |
| Junior Specifications Writer                        | \$                    | - |
| Estimating/Specifications Technician                | \$                    | - |
| <b>RS4– Miscellaneous Specialties Personnel</b>     |                       |   |
| Principal   | \$                    | - |
| Historic Preservation Specialist                    | \$                    | - |
| Theater Design Specialist                           | \$                    | - |
| Lighting Specialist                                 | \$                    | - |
| Museum Exhibit Specialist                           | \$                    | - |
| Masonry Conservation Specialist                     | \$                    | - |
| Fire Protection Specialist                          | \$                    | - |
| Geotechnical Specialist                             | \$                    | - |
| High Performance Design Specialist                  | \$                    | - |
| Acoustician   | \$                    | - |
| NYC Building Code Consultant                        | \$                    | - |
| Expeditor / Filing Representative                   | \$                    | - |

# APPENDIX B – STANDARD CONTRACT

## ROOSEVELT ISLAND OPERATING CORPORATION

### STANDARD FORM CONTRACT FOR SERVICES

DATE OF CONTRACT: XXXXX

1.CONTRACT NO.: XXXXXXX

2.PROJECT NAME: XXXXXXX

3. CONTRACTOR: *Entity Name*

---

4. ROOSEVELT ISLAND OPERATING CORPORATION  
591 MAIN STREET  
ROOSEVELT ISLAND, NEW YORK 10044

ATTENTION: XXXXXXX

Tel. xxx.xxx.xxxx

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5. HEREBY REQUESTS YOU

*Entity Name*

*Address 1*

*Address 2*

*Attn: Contact*

*Tel. xxx.xxx.xxxx Fax xx.xxx.xxxx*

*E-mail:*

---

6. TO PROVIDE the Services described in Schedule B1 annexed hereto and in any other documents listed in Schedule B1, in accordance with Schedules A, B2, C, and D, attached hereto. All of the annexed Exhibits and Schedules and other documents listed or otherwise referenced therein are hereby expressly made a part of this Contract as fully as if set forth at length herein. Schedule A contains standard provisions required by law to be incorporated into all agreements entered into by the State of New York public entities, and pertains to the extent applicable, to this Contract.

---

7. YOU shall commence the Services on or before *xxx x, 20xx*, and complete said Services on or before *xxxx xx, 20xx*.

---

8. YOUR COMPENSATION for the above Services shall not exceed xxxxxxxxxxxxxxxxxxxx dollars (\$xxx,xxx,xx.00) (hereinafter referred to as the "Contract Sum"), as further specified in Schedule B2 annexed hereto. The Contract Sum is either a fixed price, or a not-to-exceed price based on hourly rates, as stated in Schedule B2. The Contract Sum shall include all costs necessary to perform the Services described in Schedule B1 of this Contract. All invoices shall be submitted in accordance with Exhibit 1, annexed hereto.

---

## APPENDIX B – STANDARD CONTRACT

9. YOU may refer any questions related to this Contract to RIOC *Capital Planning and Projects* Department, at 646-483-0110.

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10. Upon the submission of proper monthly invoices to the Project Manager and the Finance Department, in conformity with Exhibit 1 annexed hereto, RIOC shall make monthly payments to the Contractor in accordance with Schedule B2 within 30 days. Acceptance of the final monthly payment by the Contractor shall release RIOC from any and all claims for payment for services rendered pursuant to this Contract. This Contract shall be deemed executory only to the extent of money available to RIOC for the performance of the terms hereof and no liability on account thereof shall be incurred by RIOC beyond moneys available for the purpose thereof.

---

11. YOU SHALL execute and return three copies of this Contract to RIOC. RIOC shall provide you with a copy of the fully executed Contract, which will constitute your authorization to proceed with the Services described herein.

---

AGREED TO AND ACCEPTED THIS DAY OF 202\_\_.

**Entity Name**

---

By: \_\_\_\_\_

Title: \_\_\_\_\_

ROOSEVELT ISLAND OPERATING CORPORATION

---

By: Dhruvika Amin  
CFO and Acting Chief Executive Officer

**Attachments:**

Exhibit "1": Sample Invoice  
Schedule "A": General Conditions  
Schedule "B1": Scope of Services and Additional Terms  
Schedule "B2": Contract Sum Breakdown and Retainage  
Schedule "C": Financial Disclosure  
Schedule "D": Definitions Under Article 15-A Regulations;  
Definitions Under Article 17-B Regulations

# APPENDIX B – STANDARD CONTRACT

## EXHIBIT "1"

### Sample Invoice Satisfying RIOCI Informational Requirements For Contractual Invoice Processing

CORPORATION NAME  
ADDRESS  
ADDRESS  
TELEPHONE NUMBER

Department of Finance  
Roosevelt Island Operating Corporation  
591 Main Street  
Roosevelt Island, New York 10044

DATE

Attn: Chief Financial Officer

and

Roosevelt Island Operating Corporation  
591 Main Street  
Roosevelt Island, New York 10044  
Attn: (Project Manager)

This is our invoice for work performed during December 2003. Complete documentation for services and disbursements is attached. All information required for your processing of this contractual invoice is provided.

Invoice No. 1825

Contract No.:

Contract Limit (including Change Orders): \$50,000  
Initial Contract Amount: \$45,000  
Change Order 6/15/0X: \$ 5,000

Period of Work Covered: December 1, 2015 to December 31, 2015.

Total Invoice Amount: \$ 5,625

Services: \$ 5,225 (Hours and rates for various staff who worked on project)

Disbursements: \$ 400 (Complete documentation must be provided – photocopies of bills)

Detailed Description of Services Provided:

What was produced by the work performed, etc. There should be a substantial amount of detail. Complete documentation in product-form must be provided.

All Invoices to Date:

| Date    | Invoice # | Invoice Amount (\$) | Services(\$) | Disb.(\$) |
|---------|-----------|---------------------|--------------|-----------|
| 2/15/15 | 1234      | 12,659              | 12,500       | 159       |
| 3/15/15 | 1340      | 1,760               | 1,750        | 10        |
| 4/15/15 | 1498      | 4,111               | 4,000        | 111       |
| 5/15/15 | 1525      | 7,123               | 7,000        | 123       |
| 6/15/15 | 1625      | 11,750              | 11,500       | 250       |

**APPENDIX B – STANDARD CONTRACT**

|                |             |              |              |            |
|----------------|-------------|--------------|--------------|------------|
| <u>7/15/15</u> | <u>1710</u> | <u>3,600</u> | <u>3,500</u> | <u>100</u> |
| Totals         |             | 41,003       | 40,250       | 753        |

Current Invoice

|                 |             |              |              |            |
|-----------------|-------------|--------------|--------------|------------|
| <u>12/15/15</u> | <u>1825</u> | <u>5,625</u> | <u>5,225</u> | <u>400</u> |
| Totals          |             | 46,628       | 45,475       | 1,153      |

Balance Remaining Under Contract: (For Contracts limiting Service Amount Only) \$4,525

Contract Amount: \$50,000

Minus Total Services Invoiced to Date Including Current Invoice: \$46,628

SAMPLE

# APPENDIX B – STANDARD CONTRACT

## SCHEDULE A

### GENERAL CONDITIONS

#### SECTION 1- DEFINITIONS

Whenever used in this Contract:

- (a) The term "RIOC" means Roosevelt Island Operating Corporation.
- (b) The term "Change Order" means a written order signed by RIOC as described in Section 3.
- © The term Contractor shall mean **Entity Name**
- (d) The term "Contract" means and includes:
  - 1. Exhibit–1 - Sample Invoice
  - 2. Standard Form Contract for Services;
  - 3. General Conditions - Schedule A;
  - 4. Scope of Services and Additional Terms - Schedule B1;
  - 5. Contract Sum Breakdown and Retainage - Schedule B2;
  - 6. Disclosure Statements - Schedule C;
  - 7. Definitions under Articles 15-A and 17-B Regulations - Schedule D.
- (e) The term "Contract Sum" means the fixed price or not-to-exceed price payable to the Contractor for the Services as provided in paragraph 8 of the Standard Form Contract for Services and Schedule B2, subject to adjustment only by Change Order as provided in Section 3 hereof.
- (f) The term "Contract Time" means the time for completion of the Services as set forth in paragraph 7 of the Standard Form Contract for Services, subject to extension only by Change Order as provided in Sections 3 and 7 hereof.
- (g) The term "Indemnities" means the persons identified as such in Section 13 hereof.
- (h) The term "Services" means the services specified and the obligations imposed upon the Contractor under this Contract.

#### SECTION– 2 - CONFLICTING TERMS

In the event of a conflict between the terms of the Contract (including any and all attachments hereto and amendments thereof) and the terms of this Schedule A, the specific terms of this Contract shall control.

#### SECTION– 3 - CHANGE ORDERS

Changes or extra services, beyond the Services specified under the Contract, and resulting in extensions of the Contract Time, may be authorized only by a written Change Order issued and signed by the President/Chief Executive Officer of RIOC or RIOC's Vice President of Operations, or their designee, and co-signed by the

## **APPENDIX B – STANDARD CONTRACT**

Contractor. The written Change Order shall specify: (a) the change in the Services, (b) the amount of adjustment of the Contract Sum, if applicable, and/or (c) any extension of the Contract Time. Adjustments to the Contract Sum pursuant to this paragraph, shall be made in accordance with the procedures set forth in Schedule B2. The Parties will cooperate to agree on adjustments to the Contract Sum and Contract Time. Parties will cooperate regarding any extension required of the Contract Time.

### **SECTION-4 - ORDER TO PROCEED**

Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with the Services, unless a different commencement date is otherwise provided. If otherwise provided, RIOC will issue an order to proceed in writing which will set forth the date upon which the Services are to commence. All orders to proceed are subject to the Contractor's compliance with the insurance requirements of Section 14 hereof.

### **SECTION-5 - PERFORMANCE**

The Contractor shall supervise, direct and perform the Services, using the Contractor's best skill and attention. If Services are to be performed on-site, the Contractor shall be fully responsible for the safety of all persons engaged in the performance of such Services and the public as well as all property that may be affected by the Services.

The Contractor shall keep RIOC informed of the progress and quality of the Services. The Contractor shall attend progress meetings as required by RIOC.

The Contractor shall perform the Services in accordance with all applicable federal, state and local laws, ordinances, codes, rules, regulations, lawful orders and standards.

### **SECTION-6 - PROGRESS AND COMPLETION**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by President/Chief Executive Officer of RIOC or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

By executing the Contract, the Contractor confirm that the Contract Time is a reasonable period for performing the Services. The Contractor shall proceed expeditiously with adequate work force and shall complete the Services within the Contract Time.

### **SECTION 7 – DELAYS, EXTENSIONS OF TIME AND SUSPENSIONS**

If the Contractor's Services are delayed by an act of RIOC or of another contractor employed by RIOC or by changes ordered by RIOC in the Services, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by RIOC, then the Contract Time shall be extended by Change Order for such reasonable time as RIOC may determine. The Contractor shall not be entitled to any extension of the Contract Time unless claim therefor is presented to RIOC as provided in Section 26.

Extension of the Contract Time as provided in this Section 7 shall be the Contractor's sole and exclusive remedy and compensation for delays, disruptions and hindrances of any kind. The Contractor agrees that it will make no

## **APPENDIX B – STANDARD CONTRACT**

claim against RIOC for increased compensation (other than extension of the Contract Time) or damages on account of any delay, disruption or hindrance due to any cause.

The President/Chief Executive Officer of RIOC, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into questions the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the President/Chief Executive Officer of RIOC, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

### **SECTION–8 - COMPTROLLER’S APPROVAL**

In accordance with Section 2879-a of the Public Authorities Law, if this contract exceeds \$1,000,000, and is not competitively bid, it may be subject to the Comptroller’s approval.

### **SECTION–9 - TERMINATION**

RIOC may terminate the Contract prospectively upon five (5) business days' written notice, for convenience or for any other reason whatsoever. In the event that the Contract is terminated, for default or cause, prior to any such termination RIOC shall give the Contractor written notice of the breach and five (5) business days to cure the breach (a “Cure Period”). Notwithstanding the foregoing, if RIOC in its sole discretion determines that a Cure Period would be futile, RIOC may terminate for default or cause without granting a Cure Period. However, if RIOC grants a Cure Period it is solely within RIOC’s discretion to determine whether the breach has been cured. Additionally, RIOC may, upon determining that the Contractor’s performance hereunder will endanger the public health or safety, terminate the Contract immediately. Upon termination for any reason, Contractor shall deliver all Records as defined in Sections 15 and 16 of this Schedule A within five (5) business days of termination.

To the extent this agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, RIOC may terminate the agreement by providing written notification to the Contractor in accordance with the terms hereof.

In addition, upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate RIOC officials or staff, the Contract may be terminated by President/Chief Executive Officer of RIOC, or his or her designee, at the Contractor’s expense where the Contractor is determined to the President/Chief Executive Officer of RIOC, or his or her designee, to be non-responsible. In such event, the President/Chief Executive Officer of RIOC, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

### **SECTION 10 - PAYMENTS**

Payments will be made only upon the receipt by the Vice President of Operations (or his/her designee) and the Finance Department, of a proper invoice submitted by the Contractor and that has been approved by the Vice President of Operations (or his/ her designee), in accordance with Schedule A and Schedule B2. The receipt of

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final payment electronically or the deposit of final payment by paper check by the Contractor shall constitute a waiver of any claims for payment for services rendered arising from this Contract by the Contractor against RIOC.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by RIOC's President, in his or her sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary RIOC procedures and practices. The Contractor shall comply with RIOC's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with RIOC's electronic payment procedures, except where the RIOC President has expressly authorized payment by paper check as set forth above.

All payments for Work will be subject to the inspection, determination, and approval of Work by the Vice President of Operations (or his/her designee). RIOC may withhold payment, in whole or in part, to the extent reasonably necessary to protect RIOC from loss for which the Contractor is responsible, including loss because of: defective Work not remedied; third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to RIOC is provided by the Contractor; failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment; reasonable evidence that the Work cannot be completed for the Contract Sum; damage to RIOC or another contractor; reasonable evidence that the Work cannot be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or failure to carry out the Work in accordance with the Contract.

### **SECTION 11 - SET-OFF RIGHTS**

RIOC shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, RIOC's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract, or any other contract with RIOC up to any amounts due and owing to RIOC with regard to this contract, any other contract with RIOC, plus any amounts due and owing to RIOC for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties.

### **SECTION 12 - EXECUTORY CLAUSE**

In accordance with Section 41 of the State Finance Law, RIOC shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

### **SECTION 13 - INDEMNIFICATION**

To the fullest extent permitted by law, and in addition to any liability or obligation of the Contractor to RIOC that may exist under the Contract or by statute or otherwise, the Contractor hereby agrees to hold harmless, indemnify and defend RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, and any others listed in Schedule B1 and in each and every case, their directors, officers, employees, agents, consultants or contractors (hereinafter, collectively referred to as "Indemnitees"), from and against any damages, costs, claims or liabilities which Indemnitees may sustain as a result of any and all liabilities, losses, damages, interests, judgments, liens, costs and expenses (including without limitation, reasonable counsel fees and disbursements) claims, demands, suits, actions, or proceedings which may be made or brought against Indemnitees in any way arising out of or relating to the Contract or the Services, including without limitation, the negligent acts or omissions, willful

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misconduct or unauthorized acts of the Contractor in the performance of the Services hereunder or of any subcontractor or other entity hired, obtained, or employed by the Contractor to provide Services in connection with the Contract. However, the Contractor shall not be obligated to hold harmless, indemnify and defend an Indemnitee to the extent of the Indemnitee's comparative negligence or willful misconduct. As a condition of the foregoing obligation, RIOC shall give the Contractor prompt notice of any claim for which indemnification is sought.

Indemnitees' directors, officers, and employees shall not be personally or individually liable to Contractor, and shall be held harmless, for any actions, losses, damages, claims, liabilities, costs or expenses (including without limitation, reasonable counsel fees and disbursements) in any way arising out of or relating to the Contract or the Services performed pursuant to it.

The Contractor agrees that this Section 13 of the General Conditions shall survive the expiration or termination of the Contract and is so noted in the insurance.

### **SECTION 14 - INSURANCE**

The Contractor shall insure and carry the following insurance, shall require each of its subcontractors to carry the following insurance, and agrees that the following insurance shall survive the expiration or termination of the Contract:

Commercial General Liability Insurance providing both bodily injury including death and property damage insurance in a limit of not less than two million dollars (\$2,000,000.00) combined single limit basis. Such insurance is to be written on an occurrence basis and shall name each of the Indemnitees as an additional insured.

Automobile Liability and Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limit for both bodily injury and property damage;

Professional Liability Insurance is required if the Contractor is providing any type of design work in a limit of not less than two million dollars (\$2,000,000.00) and with tail coverage for two (2) years.

The Contractor shall provide Worker's Compensation Insurance and Employer's General Liability Insurance as required under the Worker's Compensation Law.

Certificates of Insurance for all aforementioned coverages shall be provided to RIOC prior to the commencement of Services under the Contract and bear notations evidencing a minimum of 10 day cancellation notice to RIOC. The Contractor's Commercial General Liability Insurance policy shall name RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York and any others listed in Schedule B1 as additional insureds.

### **SECTION 15 - RECORDS AND ACCOUNTS**

Contractor shall maintain accurate books, records, documents, accounts, maintenance manuals, warranties, blueprints, photographs, other materials and all evidence of the Services (hereinafter, collectively, "Records"). Contractor shall also maintain and provide accurate Records that provide an accounting of the specific Services performed in such form as to demonstrate the actual Services rendered to perform this Contract; and shall furnish or make available such Records or other information as may be required to substantiate any report or invoice

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submitted to RIOC's Project Manager assigned to supervise the Services, for payment and will also provide a copy to the Finance Department.

The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as RIOC, shall have access to the Records during normal business hours at an office available, at a mutually agreeable and reasonable venue within the State of New York, for the term specified above for the purposes of inspection, auditing and copying. RIOC shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law ("Freedom of Information Law or FOIL") provided that: (i) the Contractor shall timely inform an appropriate RIOC official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under FOIL is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, RIOC's right to discovery in any pending or future litigation.

### **SECTION 16 - OWNERSHIP OF MATERIALS**

The Contractor shall provide all labor, materials and equipment necessary to perform and complete all Services. All machinery and/or replacement parts installed by the Contractor in the performance of Services pursuant to this Contract shall become and remain the exclusive property of RIOC.

Upon completion of the Services or upon termination of this Contract, all Records, products and materials, including software, collected and prepared pursuant to this Contract shall become the exclusive property of RIOC, shall be delivered to RIOC (preliminary, final or otherwise), within five (5) business days of termination and any and all rights of the Contractor to such materials shall immediately be extinguished. RIOC shall have the sole and exclusive right to utilize such materials in any way it chooses.

The Contractor agrees that it shall not use, publish, transfer or license any Services, without the prior written approval of the President/Chief Executive Officer of RIOC. The Contractor shall not use any material in any way which discloses the identity of RIOC without prior written approval from the President/Chief Executive Officer of RIOC.

### **SECTION 17 – ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not assign, transfer, subcontract or otherwise dispose of its rights, privileges or responsibilities under the terms of this Contract, without RIOC's prior written consent, which shall be in RIOC's sole discretion. In the event there is no prior written consent from RIOC, such assignment, transfer, subcontract or other disposition shall be void.

### **SECTION 18 - CONFLICTS OF INTEREST**

The Contractor represents that:

(a) No officer, employee, agent or director of RIOC, shall participate in any decision relating to this Contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any officer, agent, director or employee of RIOC have any interest, direct or indirect, in this Contract.

## APPENDIX B – STANDARD CONTRACT

- (b) The Contractor shall cause, for the benefit of RIOC, every contract with any subcontractor to include the representations contained in subsection (a) of this Section. The Contractor will take such action in enforcing such provisions as RIOC may direct, or, at its option, assign such rights as it may have to RIOC for enforcement by RIOC.

### **SECTION 19 - NON-COLLUSIVE BIDDING CERTIFICATION**

If this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to RIOC a non-collusive bidding certification on Contractor's behalf.

### **SECTION 20 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION AND NEW YORK STATE BUSINESS ENTERPRISES REQUIREMENTS**

Pursuant to New York State Executive Law Article 15-A, RIOC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of RIOC contracts. The Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of the terms or provisions of this Contract conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

It is the policy of RIOC to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, military status, disability, predisposing genetic characteristic, marital status or domestic violence victim status, prior criminal conviction and prior arrest, and to take affirmative action in working with contracting parties to ensure that qualified State certified Minority Business Enterprises, and qualified State certified Women-owned Business Enterprises (MBEs/WBEs), Minority Group Members and women share in the economic opportunities generated by RIOC's participation in projects or initiatives, and/or the use of RIOC funds (from any source, including the United States of America).

RIOC is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. The Contractor shall inform RIOC in writing of the individual designated as the Minority Business Enterprise Liaison responsible for administering the M/WBE and EEO programs.

For the purposes of this Contract, RIOC hereby establishes an overall goal of **30% for M/WBE** participation, for New York State-certified minority-owned business enterprise ("MBE") participation and for New York State-certified women-owned business enterprise ("WBE") participation (collectively "M/WBE Contract Goals") based on the current availability of MBEs and WBEs.

The Contractor agrees to use good faith efforts (5 NYCRR Part 142.8) to achieve utilization of MBEs and WBEs equal to 30% of the total value of the Services under the Contract.

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Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
One Commerce Plaza  
Albany, NY 12245  
Phone: (518) 474-7756 Fax: (518) 486-6416

The directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Minority and Women's Business Development Division  
at 30 South Pearl Street  
Albany, NY 12245  
Phone: (518) 474-6346 Fax: (518) 473-0665

or 633 Third Avenue,  
New York, New York 10017  
Phone: (212) 803-2414 Fax: (212) 803-3888

Copies of the directory are also available for inspection at RIOC's main office. A current listing of certified M/WBEs may also be obtained online at <https://ny.newnycontracts.com>.

The directory and any listing of certified M/WBEs should not be construed as an endorsement or recommendation of any particular Contractor and is for use only as a resource that lists the names of businesses that qualify as M/WBE's under the definition set forth in Schedule D.

In order to maximize participation of Certified M/WBE's as subcontractors and suppliers with respect to this Contract, the Contractor is required to make the following efforts:

- (1) attend meetings scheduled by RIOC where Bidders will be advised of general contract requirements and M/WBE program;
- (2) advertise, where appropriate, in general circulation media, trade association publications and small business media;
- (3) notify small, minority and women contractor associations by written solicitation of specific subcontracts;
- (4) send written notification to Certified M/WBEs that their interest in the Services is solicited;
- (5) actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations;
- (6) ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs;

## APPENDIX B – STANDARD CONTRACT

(7) where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation;

(8) document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals; and

(9) ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and, where appropriate, that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

The Contractor shall include a list of subcontractors and suppliers to demonstrate that the goals of this section for participation of M/WBEs will be achieved on the form entitled "Vendor/Contractor's Utilization Form".

RIOC will review the submitted utilization plan and advise the Contractor of RIOC's acceptance or issue a notice of deficiency within 30 days of receipt. If a notice of deficiency is issued, the Contractor agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to RIOC a written remedy in response to the notice of deficiency. If the written remedy that is submitted is found by RIOC to be inadequate despite good faith efforts having been made by the Contractor, RIOC shall notify the Contractor and may direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals. Without limiting any other provisions contained in the Contract Documents, RIOC may disqualify a Contractor as being non-responsive under the following circumstances: (a) a Contractor fails to timely submit a Vendor/Contractor's Utilization Form; (b) a Contractor fails to timely submit a written remedy to a notice of deficiency; (c) a Contractor fails to timely request a waiver; or (d) RIOC determines that the Contractor has failed to document good faith efforts. Such documentation shall include, but not necessarily be limited to:

- a) Evidence of outreach to M/WBEs;
- b) Any responses by M/WBEs to the Contractor's outreach;
- c) Copies of advertisements for participation by M/WBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- d) The dates of attendance at a pre-bid, pre-award, or other meetings, if any, schedules by RIOC with M/WBEs; and
- e) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for M/WBE participation.

The Contractor shall use good faith efforts to utilize any MBE or WBE identified on the Vendor/Contractor's Utilization Form during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the award of the Contract may be made at any time during the term of the Contract to RIOC in writing, but must be made no later than prior to the submission of a request for final payment on the Contract. For guidance on how RIOC will determine a Contractor's "good faith efforts", refer to N.Y. Comp. Codes R. & Regs. Tit. 5, Ch. 1, Pt. 142.8. Joint ventures with Minority and Women-Owned Business Enterprises will be considered toward meeting the goals.

Commencing not more than 30 days after (i) execution of the Contract, or (ii) start of the work, the Contractor shall submit to the RIOC a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report of the

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workforce actually utilized on the project, itemized by ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by RIOC. Contractor shall also submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by RIOC on MONTHLY/QUARTERLY basis during the term of the Contract. Separate forms shall be completed by the Contractor and any subcontractors. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the Contract on a quarterly basis.

Accuracy of the information contained in the reporting documentation (Workforce Utilization Report and Contractor's Quarterly M/WBE Contractor Compliance & Payment Report) shall be certified to by an owner or officer of the Contractor.

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

In the event RIOC determines a Contractor to be non-compliant with Article 15-A M/WBE requirements, RIOC will notify said Contractor in writing of the delinquency. The written notice will provide a specified time within which the Contractor may cure any delinquency, as outlined in section 142.12 of Title 5 of the New York Codes, Rules and Regulations. In addition, the notice may propose an action to correct the problem and also provide the contractor an opportunity to propose a suitable, alternative corrective action. In the event that the parties are unable to resolve the dispute, RIOC may refer the matter to the Division of Minority and Women's Business Development for resolution in accordance with section 142.12 of Title 5 of the New York Codes, Rules and Regulations.

RIOC and the Contractor recognize the necessity of correcting the effects of discrimination in public procurement and that the socio-economic benefits and enforcement of the non-discrimination provisions set forth herein are significant but will include items of loss whose amounts will be incapable or very difficult of accurate estimation. As such, in accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found by RIOC to have willfully and intentionally failed to use good faith efforts (as defined in N.Y. Comp. Codes R. & Regs. Tit. 5, Ch. 1, Pt. 142.8) in order to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a material breach of contract and RIOC may withhold payment from the Contractor not as a penalty, but as liquidated damages. Such liquidated damages shall be calculated as ten percent (10%) of the difference between (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract. In the event a

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determination has been made which requires the payment of liquidated damages and such sums have not been withheld by RIOC, the Contractor shall pay such liquidated damages to RIOC within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor shall file a complaint with the Director of the Division of Minority and Women's Business Development in the Department of Economic Development (the "Director") pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of RIOC.

### **NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Contractor certifies that if it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor has business operations in Northern Ireland, such Contractor, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

The Omnibus Procurement Act of 1992, requires that by signing this bid/proposal, Contractors certify that whenever the total bid amount is greater than \$1 million:

1. The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to RIOC;
2. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing of any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to RIOC upon request;
4. The Contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

### **EEO POLICY STATEMENT**

(1) The Contractor and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(2) Prior to the award of the Contract, the Contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to RIOC within the time frame established by RIOC.

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(3) The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding Contract, shall, during the performance of the Contract, agree to the following:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contract. Affirmative action pertains to recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of RIOC, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) The Contractor will include the provisions of subdivisions (a) through (d) immediately above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### **SERVICE-DISABLED VETERAN-OWNED BUSINESS ACT REQUIREMENTS**

Pursuant to New York State Executive Law Article 17-B, also known as "Service-Disabled Veteran-Owned Business Act," ("Article 17-B") RIOC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) and the employment of service-disabled veterans in the performance of RIOC contracts. The Contractor agrees to be bound by the provisions of Article 17-B and the Service-Disabled Veteran-Owned Business Enterprise Program (9 NYCRR Part 252), promulgated by the Division of Service-Disabled Veterans' Business Development in the Office of General Services (the "Division"). If any of the terms or provisions of this Contract conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

New York State (the "State") is home to more than 900,000 veterans, seventy-two percent of whom have served during periods of conflict. Additionally, the State is home to approximately 30,000 active-duty military personnel

## APPENDIX B – STANDARD CONTRACT

as well as 30,000 national guard and reserve personnel. In honor of their service to and sacrifice for our nation, New York State declared that it is the public policy of the State to promote and encourage the continuing economic development of service-disabled veteran-owned businesses. In the furtherance of this policy, the state aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. To achieve this objective without disrupting the procurement practice and priorities already in law, the legislature finds that it is in the best interest of the economic development of the state to enact the "Service-Disabled Veteran-Owned Business Act".

The Contractor agrees, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use NYS certified Service-Disabled Veteran-Owned Business Enterprises in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Contractor acknowledges being subject to the provisions of Executive Law Article 17-B and the applicable regulations (9 NYCRR Part 252), and that the directory of NYS certified SDVOBs is located at: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

The Contractor acknowledges that **the SDVOB utilization goal for this Contract is 6\_%.**  Contractor further acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this Contract to utilize minority and women-owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A).

The Contractor agrees to report on actual participation by each SDVOB during the term of the contract to RIOC on a quarterly basis.

The Contractor agrees that, following contract execution, if RIOC determines that the Contractor may not have acted in good faith, has failed, is failing, or is refusing to comply with the participation or utilization contractual goals for SDVOB participation, RIOC may after giving the Contractor an opportunity to be heard, make a determination that Contractor has failed to meet the contract goals and may be in breach of contract.

Upon determination that the Contractor is in breach of contract, as set forth in this Section, RIOC may require the submission of a corrective action plan for meeting the contractual goals, and may also assess actual damages as authorized by regulation [9NYCRR Section 252.2 (s)] based on the actual cost incurred by RIOC, related to RIOC's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

**Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility or breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract and at law.**

### **SECTION 21 – ENVIRONMENTAL PROTECTION**

The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law ("ECL") §19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL §19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology ("BART") and Ultra Low Sulfur Diesel ("ULSD"), unless specifically waived by the New York State Department of Environmental Conservation ("DEC"). Qualifications for a waiver under this law will be the responsibility of the Contractor.

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### **SECTION 22 - MATERIALS AND WORKMANSHIP**

The Contractor hereby agrees and guarantees that all Services furnished under the Contract will conform to the terms of this Contract, as to kind, quality, function, design and characteristics of materials and workmanship. The Contractor shall adhere to professional standards and shall reprocess at its expense, all work necessary to correct errors directly caused by malfunction of the Contractor's machines or mistakes of Contractor's Personnel. RIOC agrees to cooperate with the Contractor in the performance of the Services hereunder, including without limitation and upon prior consent of RIOC's designated representative, providing consultant with reasonable and timely access to facilities, data, information, and RIOC personnel.

The Contractor shall promptly correct Services rejected by RIOC, or deemed by RIOC to be defective or failing to conform to the requirements of the Contract. The Contractor shall bear all costs of correcting such Services, including, without limitation, additional testing and inspections.

The Contractor warrants that the Services will be of good quality and new unless otherwise required or permitted by the Contract, and that the Services will be free from defects not inherent in the quality required or permitted and will conform to the requirements of the Contract.

If, within one (1) year after substantial completion, the Services are found to be not in accordance with the Contract requirements, the Contractor shall correct it promptly after receipt of written notice from RIOC.

Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations the Contractor might have under the Contract. Establishment of the time period of one (1) year as provided above relates only to the specific obligation of the Contractor to correct the Services, and has no relationship to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations.

If the Contractor fails to correct defective or non-conforming Services as required or fails to carry out Services in accordance with the Contract, RIOC, by written order, may order the Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated.

If the Contractor defaults or neglects to carry out the Services in accordance with the Contract and fails within five (5) business days after receipt of written notice from RIOC to commence and continue correction of such default or neglect with due diligence and promptness, RIOC may, without prejudice to other remedies RIOC may have, correct such deficiencies and the costs of correcting such deficiencies shall be deducted from payments to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to RIOC.

### **SECTION 23 - PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by RIOC. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of RIOC.

## **APPENDIX B – STANDARD CONTRACT**

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of RIOC; otherwise, the bid may not be considered responsive. Under Bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of RIOC.

### **SECTION 24 - IRAN DIVESTMENT ACT**

By entering into this Agreement, Contractor certifies in accordance with State Finance Law Section 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by RIOC.

During the term of the Contract, should RIOC receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, RIOC will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then RIOC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

RIOC reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

### **SECTION 25 - CONFIDENTIALITY**

The Contractor agrees that all deliverables, developed in the course of providing the services, are strictly confidential between the Contractor and RIOC, and except as specified herein the Contractor may not reveal or disclose such work product, without permission from RIOC, or unless ordered by a court of competent jurisdiction, governmental authority or administrative agency or required to be disclosed by law, subpoena, or similar process.

### **SECTION 26 - LABOR LAW**

If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days

## **APPENDIX B – STANDARD CONTRACT**

set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

### **SECTION 27 - CLAIMS AND DISPUTE RESOLUTION**

(a) The Contractor shall proceed with the Services promptly as instructed or ordered by RIOC. The Contractor shall have no right to suspend all or any part of the Services or refuse to comply with any written instruction, direction or order of RIOC pending resolution of any dispute or for any other reason, provided that RIOC continues to make payments of undisputed amounts as provided in the Contract. Any such suspension or refusal will be a material breach of the Contract. The Contractor may preserve whatever right, if any, the Contractor may have to make claim with respect to any written instruction, order, direction, action or inaction of RIOC or others by giving notice as required by paragraph (b) of this Section 27 and by advising RIOC in writing, prior to proceeding with the Services in question, that the Contractor is proceeding under protest.

(b) The Contractor must give written notice to RIOC of any claim by the Contractor for extension of time, extra compensation, price increase or damages of any sort within five (5) business days after the Contractor first learns of the act, omission, occurrence or circumstance on which the claim is based. The purpose of this notice is to give RIOC prompt opportunity (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not RIOC is aware of the facts and circumstances that constitute the basis of the Contractor's claim, and no action, inaction, or conduct of RIOC or any other person will be regarded as a waiver of such notice requirement except only a statement to that effect signed by RIOC. Failure of the Contractor to give written notice as required shall be deemed conclusively to be a waiver and release of any claim, and such notice shall be a condition precedent to the Contractor's right to make any claim arising out of, under or in connection with the Contract or its performance of the Services. Notice pursuant to this paragraph (b) of Section 27 shall be addressed and sent to RIOC in accordance with Section 36 of these General Conditions. Notice of claim given to any person other than RIOC shall not constitute notice to RIOC.

(c) It shall be within RIOC's sole discretion whether to submit to arbitration any dispute, claim or controversy arising out of, or relating to, the Contract or the breach, termination, enforcement, interpretation or validity thereof (including the determination whether work performed under the Contract is within the Scope of Work) and including the determination of the scope or applicability of this arbitration provision (collectively, referred to as "Claims"). If RIOC determines that a Claim shall be submitted to arbitration, such arbitration shall be before the American Arbitration Association ("AAA") in New York County (or another arbitration tribunal of RIOC's choosing) with the parties sharing equally in the costs of the arbitration process and each party bearing their own legal costs and expenses. Further, it shall be in RIOC's sole discretion whether the arbitration shall be before one or three arbitrators. Judgement on an arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

### **SECTION 28 - INTERNATIONAL BOYCOTTS**

(a) In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law and the

## **APPENDIX B – STANDARD CONTRACT**

regulations of the Comptroller of the State of New York promulgated thereunder, where the Contract is for the construction, reconstruction, maintenance and/or repair of public work or for services performed or to be performed in an amount exceeding five thousand dollars, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, Contractor partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions, of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the regulations of the United States Department of Commerce promulgated under either act.

(b) RIOC awards this Contract in material reliance upon the promise and representation made by the Contractor in the foregoing paragraph. This Contract shall be rendered void by the State Comptroller if subsequent to the execution of this Contract, the Contractor or such owned or affiliated person, Bidder, partnership or corporation has been convicted of a violation of the above Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

(c) The Contractor shall notify the State Comptroller of any such conviction or final determination of violation in the manner prescribed by the Comptroller's regulations after such determination within five (5) days. The Contractor shall deliver a copy of the notice to RIOC.

### **SECTION 29 - GRAND JURY, INVESTIGATIONS, TESTIMONY**

The Contractor agrees to comply with the provisions of Sections 2876 and 2877 of the Public Authorities Law, and any subsequent amendments. The provisions require that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state, any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract,

(a) such person, and any Contractor, partnership or corporation of which (s)he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or public benefit corporation or any official thereof for goods, work or services, for the period of five years after such refusal or until such disqualification shall be removed pursuant to Public Authorities Law Section 2877, and

(b) any and all contracts with any public authority or public benefit corporation or official thereof, since the effective date of this law, by such person and by any Contractor, partnership, or corporation of which he or she is a member, partner, director or officer, may be canceled or terminated, but any monies owing by the public authority or public benefit corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

### **SECTION 30 - ILLEGALITY**

If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the

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application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

### **SECTION 31 - ENTIRE AGREEMENT**

This Contract integrates all agreements, representations and warranties prior to the date hereof, whether oral or written, between the parties, and constitutes the entire Contract between the parties hereto.

### **SECTION 32 - GOVERNING LAW**

This Contract shall be construed in accordance with the laws of the State of New York.

### **SECTION 33 - COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

### **SECTION 34 - MODIFICATIONS**

This Contract shall not be modified except by amendment or Change Order in writing dated and signed by all parties hereto.

### **SECTION 35 - BINDING EFFECT**

This Contract shall be binding upon, extend to, and inure to the benefit of the legal representatives, successors and valid assigns of the respective parties.

### **SECTION 36- NOTICE**

Except where otherwise provided, any written notice or communication required or permitted pursuant hereto by either party to the other party shall be in writing and either:

- (1) delivered by certified mail, postage prepaid, return receipt requested to the parties at their respective addresses set forth at page 1 of this Contract; or
- (2) provided by fax transmission and confirmed by regular mail, if to RIOC, at (212) 832-4582, and if to the Contractor, at the number supplied by the Contractor to RIOC; or
- (3) provided by email, if to RIOC, to Chief Financial Officer at [dhruvika.amin@rioc.ny.gov](mailto:dhruvika.amin@rioc.ny.gov) with a copy to Deputy General Counsel [lada.stasko@rioc.ny.gov](mailto:lada.stasko@rioc.ny.gov) , and if to the Contractor, at the email address supplied by the Contractor to RIOC.

### **SECTION 37 - ALL LEGAL PROVISIONS DEEMED INCLUDED**

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall and is inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of

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either party hereunder.

### **SECTION 38 - COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

SAMPLE

# APPENDIX B – STANDARD CONTRACT

## SCHEDULE B1

### SCOPE OF SERVICES AND ADDITIONAL TERMS

#### Description of the Services:

This Project description is a summary and general nature. It does not limit Contract Work as stipulated in other parts of the Contract. Refer to every part of the Contract for the total Work included, since the Contractor is responsible for every part of the Work indicated in the Contract whether or not it is included in the following limited summary. The General Construction Contractor is responsible for all Work indicated in the Contract.

RIOC is seeking a panel of qualified multi-discipline Architectural/Engineering firms, or Architect/Engineer joint ventures to provide architectural, marine, historical site, civil, mechanical and electrical engineering consultation in a planning, design and construction-related capacity – described more fully in the RIOC Design Consultant Guide (Appendix C) – for construction and rehabilitation projects on Roosevelt Island.

All work by the contractor shall be performed under the latest applicable federal, state and city law and codes. Interpretation of Codes and the work to be performed shall be made by RIOC's Engineer, or any other so designated by the Owner and his/her decision shall be binding.

#### Required Deliverables

**FOR A FULL DESCRIPTION OF THE SCOPE OF SERVICES SEE APPENDIX C (RIOC DESIGN CONSULTANT GUIDE) OF THIS RFP**

#### Special Instructions and Requirements:

Contractor acknowledges that the Site is owned by the State of New York. Building materials and equipment purchased and incorporated in the improvements constructed on the Site pursuant to this agreement will become the sole property of Roosevelt Island Operating Corporation immediately upon such purchase and installation. As a public benefit corporation and political subdivision of the State of New York, RIOC is exempt from New York State taxes. Therefore, all procurement made on RIOC's behalf in connection with this project shall not include New York State taxes. Any payments of New York State taxes made by Contractor or its subcontractors in connection with this project will not be reimbursed under this Contract.

See Logistics, and Vehicle Information **for information including, but not limited to: Island Speed Limit, Vehicle Access, Island Access/Egress Routes, Emergencies and Additional Permits.**

No access will be allowed to the interior of any unoccupied building on Roosevelt Island unless authorized. If access to buildings is required, RIOC will make the necessary arrangements. Once access is authorized, Contractor must lock doors at the end of the workday, leave the lights off (or as they found them), and leave all other items as they found them.

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At the end of each workday, Contractor must perform a thorough site cleaning to remove any garbage, debris, equipment and materials from the surrounding work area. Any garbage must be removed using Contractor supplied containers. All work sites must be kept neat, clean and hazard free.

In case of power outages, Contractor must have on hand their own generators, flashlights, and localized heating units so that Work will not be affected.

Warning signs and traffic safety devices shall be provided, installed, maintained and removed by Contractor.

Contractor will be required to maintain a strict “No Smoking” Policy on site in accordance with the Department of Buildings mandate.

Internal combustion engines will not be used on this project for any work in interior spaces unless proper ventilation and/or scrubbers are provided, and testing assures atmosphere is per OSHA guidelines.

Caution or “Danger Tape” shall not be considered as acceptable barriers.

Contractor shall verify the presence of all existing underground utilities that may be affected by their work. This includes all excavations within the property line and job site footprint. Contractor will contact “one Call” for work outside of the property limits. Contractor shall transfer this information onto a drawing immediately after the survey to retain this information.

All equipment, materials, and debris are required to be secured or removed from the project until the building is enclosed, to prevent accidental displacement and wind-driven damage.

### Coordination with Other Contractors

During the progress of the Work on this Contract, other contractors may be engaged in performing work within the Contract area and in areas adjacent to this Contract area. Contractor’s attention is specifically directed to the fact that because of the work on other contracts within and adjacent to the limits of this Contract, it may not have exclusive occupancy of the territory within or adjacent to the limits of this Contract.

Contractor will be required to cooperate with other Prime contractors and the owners of the various utilities and to coordinate and arrange the sequence of its work in such a manner that all work, proposed or in progress within or adjacent to the limits of the Contract, can be progressed with as little interference as possible.

### Laws and Ordinances

Contractor and its subcontractors must correct safety violations as discovered by RIOC in a timely manner as required. Contractor accepts the Contract Documents, submitted by the

## APPENDIX B – STANDARD CONTRACT

RIOC, on the basis that such Contract Documents do not constitute a release of responsibility on the part of the Contractor to know and supervise the actual construction in all its parts, so that such construction complies with all legal regulations. The Contractor shall be held to be both responsible and accountable for any damage, which RIOC may suffer as a result of non-compliance with any or all legal regulations.

Work shall be performed by Contractor, in all respects, in strict conformity to all laws, rules, regulations, requirements and ordinances of the federal, state, and local governments and all departments and bureaus thereof, and of the New York City ordinance codes and laws governing the Site and work. Should the Contract Documents conflict with the law, the Contractors shall immediately notify the RIOC in writing of such conflict, and shall thereafter follow the written instructions of the RIOC in respect thereto; or should the Contract Documents require more than the law requires, the Contract Documents shall be followed, nevertheless.

Each Prime Contractor shall obtain and pay for all permits and fees required for the Work performed under its Contract. All electrical work shall comply with the N.E.C. and the respective Contractor will be required to furnish for its work Underwriters Certificates issued by Underwriters Laboratories for compliance.

Compliance with the foregoing requirements shall not relieve the Contractor of any other of its obligations under this Contract.

### Permits

Contractor shall make the necessary arrangements for, and obtain all permits required for its work, including, if it wishes to use City landfills, construction and demolition waste disposal dump tickets pursuant to Board of Estimate Resolution No. 66, (June 21, 1973), paying the costs and expenses thereof, except in those cases where the Contract may provide otherwise.

### **Additional Terms:**

1. Scheduling. Scheduling of the Services shall be as follows:

### Meetings

#### General:

Meetings shall be held as scheduled by RIOC in its office, at which time the Contractor shall have its representatives present to discuss all details relative to the execution of the Work. RIOC Project Manager (PM) shall preside over these meetings and may choose to record the minutes thereof. Prior to each meeting, the RIOC PM will consult with the Contractor and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the RIOC PM will summarize the discussion in a brief written statement.

#### Pre-Construction Meetings:

## APPENDIX B – STANDARD CONTRACT

After the Contract has been awarded, but prior to the start of actual construction, a Pre-Construction Meeting will be scheduled by the RIOCM. The first meeting may be attended by representatives of RIOCM, A/E, Contractor, subcontractors as requested, and the RIOCM. The purpose of this Meeting will be generally administrative and will include, but not necessarily be limited to, discussion of the RIOCM and RIOCM requirements, use of subcontractors, submissions required from the Contractor prior to start of work, major equipment deliveries and priorities, construction procedures, payment criteria, time for completion, and any specific or unique criteria to be followed. Subsequent meetings shall be attended by parties as deemed necessary by the RIOCM.

### Progress Meetings:

Regular Progress Meetings will be held at least twice a month at the RIOCM Field office during the performance of the Work of this Contract, when possible and useful. Additional Meetings may be called as progress of the Work dictates. A responsible representative from each subcontractor is required to attend progress meetings as required by the RIOCM.

Responsible representation by subcontractors, suppliers and major equipment manufacturers will be the Contractor's responsibility at Progress Meetings, on demand from the RIOCM. Refer to all Divisions of the Technical Specifications for other requirements.

### Suggested Minimum Agenda

1. Review minutes of previous meetings.
2. Review progress of work since last meeting.
3. Note and identify problems, which impede planned progress.
4. Develop corrective measures and procedures to regain planned Schedule.
5. Revise Construction Schedule as indicated and plan progress during next work period.
6. Plan to maintain quality and work standards.
7. Complete other current business.

2. Deliverables. The deliverables required to be submitted by the Contractor are as follows:

### Contractor Submissions

Responsibility of Contractor. The approval of shop drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such shop drawings, nor for the proper fitting and construction of the Work, nor of the furnishing of materials or work required by the Contract and not indicated on the shop drawings. Approval of shop drawings shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings or Specifications.

Contractor shall make available, to its subcontractors, the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other contractors. Contractor shall direct its subcontractors to prepare shop drawings for submission to the Architect/Engineer in accordance with the requirements of these

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“General Conditions”.

The Contractor shall:

1. Review and be responsible to the RIOCM or RIOCM’s authorized representative, for information shown on subcontractor’s shop and Installation Drawings and manufacturer’s data, and also, for conformity to Contract Documents.
2. Clearly designate which trade is to perform the work when the use of “work by others” or other similar phrases are indicated on the drawings, before submission to the Architect/Engineer.
3. Stamp submissions Recommended for Approval, date and forward to the RIOCM or its authorized representative.

All shop drawings submitted by the Contractor, which involve a change at variance with the Contract Drawings, shall be noted by the Contractor, by advising the A/E and the RIOCM in writing, as to the recommended change and the reason, therefore.

Contract Drawings are for design, engineering and general arrangement purposes only and are not to be used as shop drawings.

Contractor Responsibilities:

1. Before submitting shop drawings to the A/E and RIOCM, all submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking. Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error, shall be returned to the subcontractor, manufacturers, or suppliers by the Contractor for correction.
2. Before being submitted to the A/E and RIOCM, shop drawings shall bear the Contractor’s signature of approval, certifying that they have been so checked. Submittals without the Contractor’s signature of approval will not be reviewed by the A/E and RIOCM and will be returned to the Contractor.
3. Shop drawings shall be submitted as a single package, including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.
4. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor’s letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall call the A/E and RIOCM’s attention to any changes by the use of a large rubber stamp, or by larger letters on shop drawings. If this is not done, even if the work is incorporated into the construction, it will not be accepted by the A/E and RIOCM, even if shop drawings are “Approved”.
5. No materials or equipment shall be ordered, fabricated or shipped or any work performed until the A/E returns to the Contractor the submittals herein required, annotated “Approved”. Will be

## APPENDIX B – STANDARD CONTRACT

done at contractor's risk.

6. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the A/E's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations and/or omissions.

Record Drawings:

- A. NOTE TO CONTRACTORS: All professional seals must be blocked out. Title box complete with Project title and Consultant's names will remain.
- B. Contractor shall maintain, during the progress of the Work, an accurate record of the Work as actually installed, on Record Drawings, PDF and in ink. These Record Drawings shall be made available to the RIOC PM upon request.
- C. Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work, so that the Record Drawings may contain this information in exact detail and location. Drawings should also show all connections, valves, gates, switches, cut-outs and similar operating equipment.
- D. Before Substantial Completion payment, the Contractor shall furnish to the RIOC PM, one (1) complete set of Record Drawings, in ink, indicating all of the Work and locations as actually installed, plus one (1) Electronic copy of the Record Drawings.
- E. Record Drawings shall be of the same size as that of the Contract Drawings, with a 1/2-inch marginal space on three sides and a 2-inch marginal space on the left side.
- F. Each Record Drawing shall bear the legend "RECORD DRAWING", in heavy block lettering, 1/2-inch high and contain the following data:  
[Cross-References to the Section Number, detail number and paragraph number of the Contract Specifications.]

### RECORD DRAWING

Contractor's Name .....

Contractor's Address .....

Made by .... Date .....

Checked by .... Date .....

- G. Record Drawing Title Sheet. The Contractor shall prepare a title sheet, same size as Record Drawings and contain the following:
1. Heading: Roosevelt Island Operating Corporation Facility Contract: [Description of Trade] Contract No.
  2. RIOC Contract No.
  3. Name of the Project and Location
  4. Contractor's Name
  5. Record of Changes (A Caption description of work affected, and the date and No. of Change order or other authorization).
  6. List of Record Drawings
- H. All changes from Contract Drawings shall be conspicuously encircled and identified by

## APPENDIX B – STANDARD CONTRACT

change order number, correlating to changes listed on “Title Sheet”. The Contractor shall show within the encircled areas, the Work as actually installed.

I. **Bulletins, Operating and Service Manuals.** Where the Contractor has submitted prints in the form of technical bulletins, operating and service manuals, or other printed matter, as a shop drawing, having diagrams or drawings thereon, of a material or equipment installed in the Work, it shall furnish three (3) sets thereof, so that the RIOC may have all the necessary information for the proper operation, maintenance and repair of the material and equipment and the ordering of spare parts. All bulletins and operating and service manuals shall be compiled and indexed in the book form for the Contract.

Operation and Maintenance Manuals:

Two (2) copies of Preliminary Operation and Maintenance Manuals shall be submitted

### **Inspection and Testing**

Testing laboratory services will be performed by a third-party contractor, except as required by the Technical Specifications.

Field Testing of Equipment:

A. General

1. All equipment shall be set, aligned, assembled and tested in conformance with the approved shop drawings, manufacturer’s drawings and instructions, and as indicated in the Specifications.

2. This Contract requires that RIOC’s Commissioning Consultant approves all testing of equipment. The Contractor is required to incorporate and conform to the

3. **Indemnitees.** The following are additional Indemnitees under Section 13 of Schedule A:

**The following are additional Indemnitees under Section 13 of Schedule A:**

4. **Additional Insureds.** The following shall also be named as additional insureds on the Contractor’s Commercial General Liability Insurance and Automobile Liability Insurance, in addition to those listed under Section 14 of Schedule A: [ ].

5. **Key Personnel.** The Contractor shall assign the following key personnel to performance of the Services: [ ]. The Contractor shall not change its key personnel without RIOC’s written consent, which may be granted or withheld in RIOC’s sole discretion.

## APPENDIX B – STANDARD CONTRACT

### SCHEDULE B2

#### CONTRACT SUM BREAKDOWN AND RETAINAGE

The Contract Sum is:

- (a) a fixed price

The Contract Sum is a fixed price. Therefore, payments shall be based on percentages of completion of the Services using the following schedule of values:

**Refer to Appendix A AE1: Architectural / Engineering Rate Schedule for rates**

Retainage of TEN percent (10%) will be withheld from all payments until substantial completion of the Services. When the Services are substantially complete, RIOC shall pay the Contractor the retainage, less any amount determined by RIOC to be sufficient to cover completion of all remaining Services. Final payment of such withheld sum shall be made upon final completion of all Services.

There is no obligation whatsoever on the part of RIOC to pay any amounts beyond those stated above. The Contractor shall have no claim to any additional amounts except as expressly authorized by written Change Order executed by RIOC.

**APPENDIX B – STANDARD CONTRACT**  
**TO BE FILLED OUT AND SUBMITTED WITH BID PROPOSAL**

**SCHEDULE C**

**PREVIOUS PARTICIPATION AND DISCLOSURE STATEMENT<sup>1</sup>**

**PROJECT NAME:**

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**1. ENTITY EXECUTING THIS STATEMENT**

**A. NAME AND ADDRESS**

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**B. NATURE OF INTEREST IN PROJECT**

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**C. TYPE OF DISCLOSURE (Check One)**

Individual  Corporation

Partnership  Joint Venture

or other Unincorporated

Business Association

(Other than Partnership)

**D. STATE AND LAW UNDER WHICH; THE DATE ORGANIZED; OR APPLICANT IS ORGANIZED TO COMMENCE BUSINESS:**

**2. VERIFICATION OF PRINCIPALS - CORPORATION, PARTNERSHIP, OTHER ORGANIZATION**

A. List on the following page(s) (or attach separate page(s)) the names and home addresses of principals in

---

<sup>1</sup>A notarized certification must be made on the last page of this statement.

## APPENDIX B – STANDARD CONTRACT

the following:

i) BUSINESS CORPORATION - The principal officers, directors and each stockholder owning or controlling 10% or more of any class of stock. Relatives by blood or marriage and/or any fiduciaries, agents or nominees who, together with or on behalf of a single individual or family, control, in the aggregate, 10% or more of any class of stock should also be listed.

(ii) NON-PROFIT CORPORATION OR ORGANIZATION - The principal officers and members of the board of trustees or board of directors or similar governing body.

(iii) PARTNERSHIP - Each general partner and either the percent of interest or a description of the character and extent of interest.

(iv) JOINT VENTURE OR OTHER UNINCORPORATED BUSINESS ASSOCIATION - Each participant and either the percent of interest or a description of the character and extent of interest.

### A. PRINCIPAL(S) NATURE OF INTEREST

Name and Home Address, Position, Title (if any) and including Zip Code Percent or Character of interest:

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### B. RELATIONSHIP TO OTHER ORGANIZATIONS

Is the entity a parent of, subsidiary of, or affiliated with any other corporation(s), Bidder(s), or organization(s)?

YES \_\_\_\_ NO \_\_\_\_

If YES, list each such corporation, Bidder or organization by name and address, specify its relationship to the entity, and identify the officers, stockholders, trustees common to the principal and such other corporation, Bidder or organization.

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### C. PRIOR INTEREST IN THE PROJECT

Has the entity or any person or entity listed in Section 2A or 2B hereof, or any relative thereof, owned, controlled or had any interest in the past with the design, construction, operation and/or maintenance of this project?

**APPENDIX B – STANDARD CONTRACT**

YES \_\_\_ NO \_\_\_

If YES, fully identify the parties, setting forth all details of such prior interests.

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**3. FINANCIAL RESPONSIBILITIES**

A. The financial status of the Entity, for the period ending February 15<sup>th</sup>, 2025 is as reflected in the attached financial statement.

**(NOTE)** Attach to this statement a certified financial statement showing assets and liabilities, including contingent liabilities, income and expenditures, fully itemized in acceptance with generally accepted accounting principles. Publicly owned companies shall also submit the latest stockholders report. If the date of the certified financial statement or stockholders report precedes the date of this submission by more than six months, also attach a certified interim balance sheet reflective of the financial status of the Entity as of the end of the most recent quarter.

B. Has the Entity or any of its subsidiaries ever filed a petition in bankruptcy (either voluntary or involuntary) or been adjudicated a bankrupt, or filed for reorganization within the last ten years.

YES \_\_\_ NO \_\_\_

C. List all major creditors of the Entity. As used, herein, major creditor means any person or party who has loaned money to or guaranteed obligations of the Entity in the cumulative amount of \$50,000 or more within the last six months. As to each such major creditor, state name address description and amount of loan and/or guarantee and the present balance of the loan or guarantee. If none, so state here.

NONE \_\_\_\_\_

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D. Has the Entity or any of its subsidiaries been involved in any default, warranty or union dispute or malperformance proceedings during the past five years (either as plaintiff or defendant). Is there any litigation pending or threatened with regard to the entity or its subsidiaries or other event which may affect its financial status.

YES \_\_\_ NO \_\_\_

## APPENDIX B – STANDARD CONTRACT

If YES, explain fully.

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E. Provide five fiscal references including banks, suppliers and client(s).

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F. Note approximate value of largest Contract performed during the past two years. Describe scope of work and services provided thereunder.

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#### 4. **EXPERIENCE AND QUALIFICATIONS** - (Answer on separate attachment)

A. List all current and prior projects in which relevant experience and expertise can be demonstrated. Describe the scope of work, the contracting parties and the dollar value of work undertaken. Also, specifically recount any and all contracts entered into with any other Federal, State or Municipal agency during the past five years, indicating the scope of work, the contracting parties and the dollar value of work thereof. If any litigation resulted from any of the contracts, it must be noted and explained.

B. Cite number of employees and technical specialists who will contribute to this project.

C. Cite number of technical, administrative and managerial personnel who will be assigned to this project. List titles, qualifications, applicable experience and number of hours they will be assigned to the project. Also cite number of new employees required to be hired for this project.

D. List number of employees who will be represented by union bargaining units and list bargaining units.

E. Note any other information which would serve to qualify the Entity to perform this project.

## APPENDIX B – STANDARD CONTRACT

### 5. ASSURANCES

Entity Must Agree:

- A. To comply with all applicable laws, rules and regulations. Specifically, Entity will comply in both letter and spirit with rules and order that implement the Federal, State and Local Laws and directives with respect to non-discrimination by reason of race, color, creed, religion, national origin, sex, age, marital status or disability, as well as the provisions of the equal opportunity laws.
  
- B. To furnish such additional information or documentation as RIOC may require.

**APPENDIX B – STANDARD CONTRACT**

**TO BE FILLED OUT AND SUBMITTED WITH BID PROPOSAL**

**CERTIFICATION**

I certify that the information set forth in or attached to this Statement is true and correct.

I understand that RIOC and/or its assignees will rely on the information in or attached to this Statement and that this Statement is submitted and will be relied upon for the purposes of qualifying as a Bidder. I also understand that as a result of information which is contained or omitted herein, RIOC may at its sole discretion determine that the qualifications presented are not suitable for the project. I further understand that the submission of this disclosure statement in no way obligates RIOC to issue a Contract thereafter.

I understand that this Statement is part of a continuing application, and until such time as a Contract is finally awarded I will report any changes in or additions to the information herein, and will furnish such further documentation or information as may be requested. I understand that this Statement is intended to be a written instrument under article 175 of the New York Penal Law, and that the making of any false statement or the omission of any material fact may subject me to prosecution under the law.

\_\_\_\_\_  
Signature & Title / Organization

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2017 before me personally came \_\_\_\_\_

\_\_\_\_\_, known to me to be the person who executed the foregoing certification, and (s)he duly acknowledged to me that (s)he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# APPENDIX B – STANDARD CONTRACT

## SCHEDULE D

### DEFINITIONS UNDER ARTICLE 15-A REGULATIONS

The following definitions set forth in Executive Law Article 15-A are provided to the Contractor for ease of reference only:

- (a) “Certified business” shall mean a business verified by New York State as a minority or women owned business enterprise pursuant to Section 314 of the Executive Law.
- (b) “Minority group member” shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
  - (i) Black persons having origins in any of the Black African racial groups;
  - (ii) Hispanic persons of Mexico, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
  - (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America;
  - (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- (c) “Minority-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
  - (i) at least fifty-one percent owned by one or more minority group members;
  - (ii) an enterprise in which such minority ownership is real, substantial and continuing;
  - (iii) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
  - (iv) an enterprise authorized to do business in this state and independently owned and operated;
  - (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a “personal net worth” (as defined in subdivision 19 of Section 310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
  - (vi) an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.
- (d) “Women-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
  - (i) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
  - (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing;

## **APPENDIX B – STANDARD CONTRACT**

- (iii) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) an enterprise authorized to do business in New York State and independently owned and operated;
- (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a “personal net worth” (as defined in subdivision 19 of Section 310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.

### **DEFINITIONS UNDER ARTICLE 17-B REGULATIONS**

The following definitions set forth in Executive Law Article 17-B are provided to the Contractor for ease of reference only:

“Certified service-disabled veteran-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- (a) at least fifty-one percent owned by one or more service-disabled veterans;
- (b) an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing;
- (c) an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (d) an enterprise authorized to do business in this state and is independently-owned and operated;
- (e) an enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and
- (f) certified by the Office of General Services.

APPENDIX C - RIOCC DESIGN CONSULTANT GUIDE



# Design Consultant Guide

Roosevelt Island Operating Corporation  
Engineering Department  
July, 2025

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

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## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### THE PURPOSE OF THIS GUIDE

The Roosevelt Island Operating Corporation has adopted and modified this guide, originally prepared by and for the City of New York Department of Design and Construction.

The RIOC A&E Consultant Contract consists of three documents: the Agreement, the Specific Requirements or Task Order and the Design Consultants Guide. The Agreement, which the Consultant signs, and the Specific Requirements or Task Order define contractual responsibilities and describe the specific nature of the work required for the particular project or requirement contract. The Design Consultants Guide supplements the Agreement and the Specific Requirements or Task Order. It describes the design criteria of the agency, the services and deliverables expected, and the approvals and procedures necessary to complete design projects for the Roosevelt Island Operating Corporation (RIOC).

Together, all three documents comprise the Contract. Should there be any conflict among these documents; the following order of priority shall prevail:

1. Agreement
2. Specific Requirements or Task Order, including the Scope of Work
3. Design Consultants Guide

Given the wide variety of project types undertaken by RIOC, standard specifications are not possible. This Design Consultants Guide, however, serves to announce qualitative expectations, and to describe generic requirements that pertain to most projects. Checklists of services and deliverables are intended to help both the Consultant and the agency staff to understand performance expectations and to evaluate completion of tasks.

Many design projects are initiated through Requirement Contracts for design services. The Specific Requirements, which accompany the Requirement Contract Request for Proposals, are necessarily generic since projects to be undertaken are not known at contract initiation. For these projects, the Task Order and the negotiated Scope of Work shall be considered to be an elaboration of the Contract's Specific Requirements.

# APPENDIX C - RIOG DESIGN CONSULTANT GUIDE

## I. DESIGN CRITERIA

### A. DESIGN EXCELLENCE

1. Intent
2. Clarity
3. Value
4. Innovation
5. Safety
6. Constructability
7. Extra Effort
8. High Performance
9. Universal Design
10. Improvement

### B. ARCHITECTURAL DESIGN CRITERIA

1. Architectural Quality
2. Urban Design
3. Site Design
4. High Performance
5. Exterior Materials and Cladding
6. Roofing
7. Entry
8. Circulation
9. Security
10. Insulation
11. Daylight
12. Interior Materials
13. Graphic Design
14. Coordination
15. Constructability Review
16. Regulatory Agencies

### C. LANDSCAPE ARCHITECTURE AND SITE DESIGN CRITERIA 6

1. Landscape Conditions
2. Sidewalks and Roadways
3. Plantings
4. Drainage
5. Site Work
6. Irrigation
7. Fountains and Pools
8. Site Lighting
9. Recycled Materials
10. Ease of Maintenance

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **D. STRUCTURAL ENGINEERING DESIGN CRITERIA**

1. General Criteria
2. Foundation Design
3. Piles
4. Loads
5. Exterior Cladding and Masonry
6. Concrete
7. Steel
8. Probes
9. Structural Condition Rating
10. Anchoring Systems
11. Demolition
12. Tenant Safety Plans
13. Temporary Structures

### **E. PLUMBING DESIGN CRITERIA**

1. Sanitary and Storm Drainage Systems
2. Water Systems
3. Connections, Fixtures, Accessories, Piping and Piping Accessories
4. Sprinkler Service Line and Standpipe Systems
5. Facilities during Construction
6. Gas Supply
7. Coordination
8. Riser Diagrams
9. Chases and Shafts

### **F. HVAC AND FIRE PROTECTION DESIGN CRITERIA**

1. General Criteria
2. Surveys
3. Existing Systems Assessment
4. Equipment Connections
5. Fuel Tanks
6. Codes and Standards
7. Acoustical Design
8. Equipment Capacities
9. Ventilation
10. Boiler System
11. Heating System
12. Oil Storage
13. Dual Fuel Burners
14. Ductwork and Air Distribution
15. Piping and Coils
16. Emergency Generator
17. Exhaust Fan
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19. Equipment Schedules
20. HVAC Systems Controls
21. Commissioning
22. Equipment Location
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1. Survey of Existing Conditions
2. Electrical Service
3. Telephone Service and Cable Television Service
4. Computer Technology
5. Panel Locations
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7. Conduit and Wiring
8. Power Distribution
9. Coordination
10. Motors
11. Emergency Systems
12. Fire Alarm System
13. Lightning Protection System
14. Continuity of Service
15. Equipment Removal
16. Temporary Light and Power
17. Load Shedding
18. Drawings and Diagrams
19. Electrical Closets
20. Convenience Outlets
21. Fixture Outlets
22. Harmonic Filters and Surge Suppressers
23. Reference Standards
24. Fluorescent Lighting
25. Indirect Lighting
26. Exit Lighting
27. Occupancy Sensors
28. Daylighting
29. High Intensity Discharge Lighting
30. Illumination Levels
31. High-Efficiency Fixtures

### **H. HISTORIC PRESERVATION DESIGN CRITERIA**

1. Research
2. Evaluation of Significance
3. Existing Conditions
4. Salvage of Historic Artifacts
5. Documentation
6. Historic Structures Reports

## **APPENDIX C - RIOG DESIGN CONSULTANT GUIDE**

7. Application for Eligibility
8. Special Experience Requirements
9. Multiple Design Options
10. Historic Preservation Specialists
11. Preservation Plan

### **I. HIGH PERFORMANCE BUILDINGS DESIGN CRITERIA**

1. Energy Use
2. Improved Indoor Environment
3. Resource Reduction, Pollution Prevention and Recycling
4. Building Operations Resource Management

### **J. INVESTIGATION CRITERIA FOR STRUCTURES AND SOIL**

1. Probes
2. Subsurface Investigation
3. Number of Borings
4. Field Crew Decisions
5. Water Level
6. Adjacent Foundations

### **K. ENVIRONMENTAL DESIGN QUALITY**

1. Asbestos-Containing Materials (ACM):
2. Lead-Containing Materials:
3. Other Hazardous Materials:

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. DESIGN EXCELLENCE

In contracting for design services, RIOC seeks demonstrated design excellence, together with the management skills necessary to complete the work within schedule and budget. Commitment to design quality is characterized by:

### 1. Intent

The design of public projects must be guided by a civic consciousness and social responsibility in order to provide dignified spaces that exemplify accessible municipal government and inspire pride in the Island.

### 2. Clarity

The design must reflect a clear understanding of the Client Agencies facility operations, maintenance practices and project goals.

### 3. Value

Public works design requires a cost effective design approach incorporating life-cycle analysis in the selection of materials and systems.

### 4. Innovation

A balance must be achieved between the desire for innovative design and the realities of traditional operating and maintenance practices. Durability, ease of maintenance and material innovation are encouraged.

### 5. Safety

Life safety is the highest design goal for public buildings. Layout, materials, systems and processes shall be selected or specified to go beyond code compliance.

### 6. Constructability

The completeness, accuracy and integrity of contract documents must be assured by a thorough constructability quality assurance program. Documents must be comprehensive, clearly detailed and well-coordinated across trades.

### 7. Extra Effort

The Consultant should go beyond basic satisfaction of contract requirements to render a greater service as facilitator, mediator and interpreter.

### 8. High Performance

High performance features in capital projects add value to the RIOC's assets while helping to protect citizen's health and environment.

### 9. Universal Design

RIOC is committed to supporting the principles of Universal Design in all projects. This means surpassing the minimum considerations of the ADA law to provide a truly accessible environment.

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## 10. Improvement

RIOC seeks to learn and improve on completed construction projects. The Consultant team is expected to participate in any post occupancy evaluation

## B. ARCHITECTURAL DESIGN CRITERIA

Architectural design shall be performed by an Architect registered in the State of New York. These services of specialized Subconsultants shall be made available when required by the nature of the work.

### 1. Architectural Quality

RIOC seeks the highest quality of design on every project. The architectural design shall become definitive through exploration of multiple schemes and consideration of existing conditions. Successful designs transcend minimum utilitarian requirements.

### 2. Urban Design

The Consultant shall consider such factors as siting, massing and the relation to adjacent buildings and space. Other elements to be addressed include typical street and block layout, topography, history, and buildings or open spaces of urban significance. All designs shall, where applicable, reflect previously approved master plans.

### 3. Site Design

The Consultant shall analyze programmed site issues, pedestrian and vehicular circulation, adjacent off-site conditions, existing site conditions, as well as zoning regulations, community needs and environmental considerations. The Consultant shall take into consideration subsurface conditions based on site visits, borings, probes and surveys.

#### • Borings and Probes

At the Pre-Preliminary or Schematic Design stage a borings and probes program may be conducted to identify unsatisfactory subsurface materials that will have to be removed to insure stable sub-grade conditions. Buried or abandoned foundations should be removed to an elevation at least four feet below finished grade. The Consultant must refer to the Structural Engineering Criteria section in this Chapter.

#### • Footings and Foundations

The Consultant must refer to the Structural Engineering Criteria Section in this Chapter.

#### • Invasive Plant Species, Pathogens, and Pests

Site design and site construction for RIOC projects must conform to all current regulations regarding invasive plant species, pathogens and pests, including regulations for the Asian Longhorned Beetle (ALB). The Consultant must determine whether the project site is inside the current ALB quarantine areas, per the NY State Department of Agriculture and Markets (NYSDAM). Updates are available from the NYC Department of Parks and Recreation at (718) 699-6724, or at

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

<http://nyc.gov.parks> or NYSDAM at (516) 288-1751

### 4. High Performance

In all projects high performance objectives should be adopted as schedule and budget allow.

### 5. Exterior Materials and Cladding

The Consultant shall consider adjacent buildings and shall seek materials that are cost effective, durable and easily maintained. For renovations and additions, the quality of the new exterior materials shall be of a quality equal to or better than existing materials. The Consultant shall also refer to the Structural Engineering Criteria in this Chapter.

### 6. Roofing

The Consultant shall specify a roofing system with a binding guarantee the duration of which is acceptable to RIOC. Roofs will be light colored with .65 reflectance or better in order to reduce heat gain. The Consultant should consider planted roofs where appropriate.

### 7. Entry

The Consultant is encouraged to integrate required security doors, gates and lighting into the design of entries, and to balance these needs with the need for public facilities to appear inviting. Unsecured recessed entries are generally not acceptable. To improve air quality and reduce cleaning costs, recessed walk-off mats full-width at main building entrances are strongly recommended.

#### •Door Hardware

Door hardware shall meet requirements for durability and accessibility. Front door hinges shall be heavy duty, non-ferrous, ball bearing hinges with the least projection from the frame. Pivot hinges are unacceptable. Door closers for front doors shall be adjustable to comply with criteria for opening force and delayed-action closing, and shall be hydraulic, slim-profile, and located overhead and inside of entry doors.

#### •Accessibility

The Consultant is responsible for complying with current standards for accessibility, including local requirements. Consultants are asked to design for the spirit of Universal Design principles, surpassing the minimum requirements of the ADA law.

### 8. Circulation

Provision for the movement of people and vehicles should be as clear as possible to minimize orientation signage.

### 9. Security

#### •Security Plan

The Consultant shall create a security plan for the building to be approved by RIOC.

#### • Graffiti

When specifying sealants, the Consultant shall evaluate the risks of long-term damage to materials, particularly masonry on historic structures and landmarks.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

Knowledge of prior coatings on the building is required, as are material samples with and without proposed sealants. Only non-toxic sealants shall be specified

### **•Window Guards**

RIOC may require the use of security screens on the exterior of windows to guard against window breakage and break-ins. The Consultant is encouraged to explore an improved aesthetic for these applications through new materials, new technologies and new strategies to meet the RIOC's need for window security.

### **•Roof Security**

On low buildings HVAC equipment enclosures shall be designed to be vandal-proof and aesthetically pleasing. While it is imperative to protect roof equipment from vandalism, the use of extreme security measures, such as razor ribbon or barbed wire, will not be permitted except in detention and correctional facilities.

## **10. Insulation**

Spray-in cellulose or cementitious foamed-in-place products are encouraged to reduce air and thermal leakage in walls as an alternative to fiberglass batts. To maintain air quality, fiberglass insulation shall never be used within air plenums or in airshafts.

## **11. Daylight**

Glare-free or controlled daylight should be maximized in all occupied spaces. Controlled daylight improves the indoor environment and with lighting controls, reduces energy costs. The Consultant is expected to use appropriate low-e coatings for increased energy efficiency in insulating glass for windows and skylights. Solid glass block with reinforced joints is recommended where vision glass is not necessary.

### **•Windows**

Operable windows are desirable. Limitations in operating budget for glass replacements shall be considered on sizing windows and in glass selection.

### **•Skylights**

Consider secure skylights when context precludes abundant exterior-wall glazing.

## **12. Interior Materials**

For additions and renovations, the quality of new materials shall be equal to or better than those in place. Finish materials shall not adversely affect the health of workers or occupants. Health considerations shall extend to the material's production, off-gassing during installation, and environmental pollution engendered by the process of disposal.

### **•Drywall**

Drywall located within reach of the public must be reinforced and protected. When a design calls for exposed drywall, use of wainscoting, covering, or impact-resistant drywall is recommended. In humid areas, especially below grade, drywall is discouraged because of potential fungus growth. Institutional-quality glazed unit masonry is preferred in areas subject to heavy traffic or potential abuse.

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### • Flooring

When budgetary and maintenance conditions allow, flooring from renewable resources such as linoleum, rubber, clay or cork, and materials with high recycled content are encouraged. Vinyl composition tile (VCT) is discouraged as a health and environmental hazard.

### • Carpeting

For environmental and maintenance reasons carpeting is not recommended. Alternative flooring should be considered, and in cases in which carpet must be used, carpet tile is preferred.

### • Wood

The Consultant shall investigate the availability of products meeting the criteria of the Forest Stewardship Council for certified wood and use these products when feasible. CCA (Copper Chromium Arsenate) treated wood shall not be used.

## 13. Graphic Design

The Consultant shall prepare clear graphics for room signage, maintenance, egress and location.

## 14. Coordination

The Consultant's design shall coordinate the work of the disciplines necessary to complete the project, as well as the suggestions of the RIOC Project Manager and Team Leader. In general, RIOC projects are organized by trade in compliance with the Wick's Law. Consequent coordination of documentation around separate prime contractors for General Construction, HVAC/Fire Protection, Electrical and Plumbing is of special importance.

## 15. Constructability Review

Economy, availability, efficiency, clarity, accuracy and coordination in documents at 100% final design will be confirmed on jobs with a construction cost over \$250,000 by the Consultant engaging a Construction Manager (CM) to perform a Constructability review of all documents.

The CM will be a subcontractor to the Consultant and the review will be delivered directly to RIOC and the Consultant. The Consultant has responsibilities in the Schematic and Final Design Phases regarding Constructability Review.

## 16. Regulatory Agencies

The Consultant is responsible for obtaining all design approvals from regulatory agencies, commissions and utility companies.

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## C. LANDSCAPE ARCHITECTURE AND SITE DESIGN CRITERIA

Landscape design shall be performed by a Landscape Architect registered in the State of New York.

### 1. Landscape Conditions

The Consultant's work shall demonstrate an analysis of the functional relationships of programmed site issues, pedestrian and vehicular circulation, adjacent off-site uses and conditions, existing site amenities and constraints, environmental considerations, and subsurface conditions based on site visits, borings, probes and surveys.

#### •Plant Selection

Plants shall be selected based on the conditions of the site such as soil characteristics, moisture, temperature extremes, acidity, wind and light as well as their resistance to serving as a host for the Asian Longhorn Beetle. The use of native plant material is encouraged.

#### •Parks Department Review

When the Parks Department has jurisdiction, the landscape design must be reviewed and approved by the NYC Department of Parks and Recreation, unless otherwise directed by the RIOC Project Manager.

### 2. Sidewalks and Roadways

Projects shall generally provide for either new or repaired street sidewalks, curbs and roadway pavements. The Consultant is advised to confirm with the Building Department at an early stage whether a Builders Pavement Plan will be required. Decorative paving may be incorporated into landscape plans and entry walkways.

#### • Accessibility

RIOC seeks design that addresses the spirit of Universal Design and that surpass minimum requirements of the ADA laws.

#### •Parking

All parking lots shall be paved unless otherwise requested in the Specific Requirements or Task Order. Porous pavement and light colored pavements are desirable when budget and site conditions allow.

### 3. Plantings

Plans may include lawns, trees, shrubs, ground covers, climbing plants and seasonal plantings. Mature plants are recommended. Plantings shall be maximized as an aid to environmental quality, and to serve in the effort to contain and eradicate damaging pests and pathogens, including the Asian Longhorn Beetle.

#### • Street Trees

Projects shall provide for new or replacement street trees. Approval for street

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trees is required from NYCDPR. Appropriate tree pits and grates are required.

- **Maintenance Manual**

For substantial planting designs, a written maintenance manual and schedule shall be prepared by the Consultant for the RIOC Department users and submitted at the completion of construction.

- **Invasive Plant Species, Pathogens, and Pests**

Site design and site construction must conform to all regulations regarding control of invasive plant species, pathogens, and pests, including regulations for the Asian Longhorned Beetle (ALB). For the current list of permitted, prohibited and restricted plant species, contact the New York City Department of Parks and Recreation, Central Forestry and Horticulture Division at <http://nyc.gov/parks>.

### 4. Drainage

All surface storm water runoff shall be collected on site, in an underground drainage system. Area grading shall provide for drainage away from buildings. Reduce runoff by minimizing paved and other impervious surfaces. Where project conditions allow, porous pavement should be considered.

### 5. Site Work

Site furnishings may include benches, tree grates and guards, railings, bicycle racks, fences, gates, waste bins, light fixtures, signage, kiosks, art work, trellis works and play equipment. Site metal elements shall generally be solid rather than tubular.

- **Fences, Walls and Stairs**

The design of site fencing should be appropriate to the public building and the surrounding context. Tube stock, chain link and razor wire are not generally acceptable. Generically acceptable fencing includes solid steel pickets, 3/4" x 3/4" minimum section bar-stock at five inches on center, six feet high. For historic buildings, restoration or replication of original fencing and gates should be considered.

- **Flagpoles**

The display of the American flag and the flag of the City of New York is encouraged. Attention should be paid to requirements for proper display of the flags, including illumination.

- **Playgrounds**

Playground and resilient play surfacing design shall meet the requirements and guidelines of RIOC, the United States Consumer Products Safety Commission (CPSC), ASTM F1487 and the New York City Building Code. Safe fall zones shall be provided. Playground design shall comply with accessibility requirements.

- **Security**

Site security features and keyed systems shall be provided when indicated by RIOC.

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### • **Indoor/Outdoor Bicycle Parking**

Secure bicycle parking for 5% of a building's occupants shall be provided. This parking shall be in view of building security personnel.

### **6. Irrigation**

When required by the Specific Requirements or Task Order, irrigation shall be provided for maintenance, cleaning and watering of plantings. Hose bibs shall be provided at spacing that allows a one hundred feet long hose to reach all parts of the site.

### **7. Fountains and Pools**

When proposing decorative fountains and pools, the Consultant shall identify the required maintenance, water consumption, shut down and winter season issues.

### **8. Site Lighting**

The Consultant shall provide for lighting and outdoor electrical outlet systems, as required. Some projects require building accent illumination. Provide fixture lamping, color and durability information and catalogue cuts for selection when specifying site lighting. Neutral white illumination is preferred. Consider photovoltaic site lighting in lieu of hard-wired where cost-effective.

### **9. Recycled Materials**

The use of recycled materials is encouraged where practical. Where feasible, recycle demolished and removed material, salvage existing site topsoil, and rescue removed plants.

### **10. Ease of Maintenance**

Sites shall be as maintenance-free as possible.

## **D. STRUCTURAL ENGINEERING DESIGN CRITERIA**

Consulting work for building superstructures, foundations, site structures, facade and masonry repairs, building inspection, equipment attachments and miscellaneous architectural work shall be designed by a Structural Engineer licensed in the State of New York. The services of a geo-technical consultant shall be made available when required by the nature of the work.

The work shall be in accordance with the latest NYC Building Code together with all currently approved local laws. Steel and concrete design shall be based on the latest edition of the AISC and ACI Codes. New York City design load criteria shall be supplemented by ASCE 7-95: Minimum Design Loads for Buildings and other Structures, including Appendices A and B. For descriptions and analysis of existing conditions of buildings, use the standard language provided in the ASCE 11-90 Guidelines for Structural Condition Assessment of Existing Buildings.

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## 1. General Criteria

### • **Structural Integrity**

Both foundation and superstructure systems shall be designed to meet all structural integrity, serviceability and appearance criteria as defined by building codes or shall surpass them if required by the RIOC. Serviceability criteria include floor vibrations, deflections, floor-to-floor drift and water tightness. The structural design shall provide for crack control, and resistance to corrosion or to other aging factors. The design shall eliminate detrimental effects of any anticipated settlement.

### • **Coordination**

The Structural Engineer shall coordinate work with that of all other Consultants to accurately show on the drawings all major openings through structural walls, roofs and floors with the necessary dimensions and framing. No openings shall be determined in the field with the exception of minor openings drilled by the respective Contractor.

### • **Economy**

While meeting all strength and serviceability criteria, the design is expected to minimize use of material and be economical.

### • **Seismic Design**

The design shall meet the latest code provisions for earthquake for all specialties, including those with electrical and mechanical equipment. When required, the Consultant shall also perform earthquake design according to the latest requirements of the Uniform Building Code. Special consideration shall be given to structures for police, fire, and emergency medical services. Seismic retrofit design shall be in accordance with NEHRP guidelines (FEMA 273).

Parapets that are entirely rebuilt must include all the reinforcement and anchorage required by the seismic code. Any complete floor-to-floor reconstruction of an exterior wall must include all the reinforcement and anchorage required by the seismic code.

### • **Fire Protection**

The Consultant and the Structural Engineer are responsible for proper fire protection of all materials specified in the structural design.

### • **Reducing Uncertainty**

The Structural Engineer shall request borings, probes and other exploratory studies as needed for a safe design and a construction operation with minimal uncertainties.

### • **Construction Tolerances**

The Contract Documents shall indicate specific tolerances for all structural materials used in the project. The tolerances shall be in accordance with ACI 117, AISC Code of Standard Practice and other national standards.

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- **Other Codes**

At the direction of RIOC, the requirements of the NYC Building Code may be supplemented by more stringent provisions of the latest editions of the Uniform Building Code, AASHTO and NYC or NYS DOT.

- **Calculations**

Calculations are required. Load and Resistance Factor Design (LRFD) is the preferred method. For new buildings three stories or higher LRFD methods are required.

### 2. Foundation Design

- **Foundation Type**

The Consultant shall evaluate the boring data to determine the most suitable and economical type of foundation. This type shall be properly designed, detailed and specified in all structural drawings and specifications.

- **Geotechnical Report**

When necessary, a geotechnical consultant shall be retained to prepare a report with recommendations for the foundation including instruction for earthquake design. In this geotechnical report the potential for liquefaction and other data to be used in earthquake design shall be identified. The geotechnical report shall be made available at the preliminary stage of the design.

- **Need for Underpinning**

The Consultant shall evaluate the site where adjacent structures are located, and shall prepare a foundation design that eliminates or minimizes underpinning.

- **Underpinning Details**

The Consultant shall provide developed site-specific details for the underpinning of adjacent structures on the Contract Drawings. The Consultant shall review and approve all underpinning details needed and comply with the New York City Building Code.

- **Extent of Underpinning**

The extent of all underpinning shall be clearly noted on the drawings. Underpinning shall be a Controlled Inspection item.

- **Conditions**

The drawings shall contain a section, to scale, of the underpinning work to be performed. The section shall provide a clear illustration to the Contractor as to the conditions for underpinning. Executable instructions to the Contractor shall be provided, including, but not limited to, tolerances, maximum depth for stepping, shoring and site safety

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### **• Ground Water**

The Consultant shall evaluate the boring data to determine ground water conditions. The boring data shall contain sufficient water level readings to provide comprehensive information on site conditions. If waterproofing is recommended by the Consultant, all pertinent waterproofing details shall be shown on structural drawings and stated in the specifications. Guarantee and testing methods for waterproofing shall be indicated.

### **• Settlement**

Adequate foundation support shall be designed to prevent any settlement for all site structures and utility lines where such settlement could have detrimental effects on facility operations, health and safety.

### **• Unsuitable Soils**

Where soils are unsuitable for supporting ground floor slab on grade, such floor systems shall be structurally framed and supported on foundations or compacted controlled fill.

## **3. Piles**

### **• Consolidating Soil**

Piles shall be designed for any negative skin friction for actively consolidating soil.

### **• Pile Type**

New types of piles, not mentioned in the NYC Building Code, shall be specified only after appropriate design analysis is performed and approval from the NYC Building Department is obtained.

## **4. Loads**

The structural design drawings shall indicate clearly the live loads and equipment loads for which each floor area is designed. They shall also indicate such stress information as may be required for the proper development of all members and for the detailing of connections. Total cumulative loads at the base of each column shall be indicated on drawings.

## **5. Exterior Cladding and Masonry**

The Structural Engineer shall design and advise the Architect on the location of joints and anchorage of cladding. The cladding shall accommodate drift and other movement of the base structures. The Consultant and the Structural Engineer are responsible for the strength and code compliance of all masonry elements, including brick, block, stone and mortar. The Engineer shall advise the Architect on the ASCE wind requirements for glazing and roofing design and specifications. Attachment and reinforcement of all masonry areas, especially parapets, shall be given the most diligent professional attention. Special attention shall be given to landmarks and landmark quality buildings.

## **6. Concrete**

### **• Concrete Strength**

Normal strength concrete shall be 4000 psi. All concrete exposed to the weather or soil shall be air entrained.

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- **Durability**

Where concrete is used, the specifications shall follow, at a minimum, instructions of the latest American Concrete Institute publication on durability of concrete.

- **Concrete Specification**

The concrete specification shall indicate the optimal level for slump, water, cement and mixtures.

- **Reinforcement**

Use epoxy coated reinforcing bars in all concrete subject to water and chloride penetration, such as in garages and firehouse slabs.

- **Testing**

The Structural Engineer shall be capable of interpreting the tests and statistical data on materials specified in the structural design.

- **Joints**

Provide joints and reinforcement for shrinkage and temperature crack control in all concrete construction, and specifically for slabs on grade.

- **Material Properties**

For demonstration High Performance Buildings or buildings with landmark status the Structural Engineer shall advise the Consultant as to the adequacy and particular properties of structural materials to be used.

- **Slab on Grade**

The Consultant shall design, detail and adequately specify all new slabs on grade to minimize or eliminate cracking and curling. At a minimum the Consultant shall meet the requirements of ACI 360R.

### 7. Steel

- **Connection Calculations**

Drawings shall have sufficient information for the calculation and preparation of shop drawings for steel connections.

- **Weldability**

The Structural Engineer shall require weldability tests for all existing steel that might have been fabricated prior to 1920.

### 8. Probes

For information pertaining to probes and subsurface conditions, please refer to Chapter I, Article J. below. The Consultant must monitor the execution of probes.

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### 9. Structural Condition Rating

All structural inspection reports, including those pertaining to building façades, shall use a ratingsystem to classify the results of the inspection. The rating system definitions shall be indicated ineach report. The first two categories of any such rating system shall use the following definitions:

- **Hazardous Condition (Rating 1)**

All conditions deemed to present an imminent danger to life and safety of the public oran imminent danger of blocking emergency rescue operations. Such conditions require immediate protective action and shall be communicated without delay to RIOC.

- **Emergency Condition (Rating 2)**

All conditions deemed to become hazardous or induce hazardous conditions in the six months following the inspection if no action is taken.

- **Other Conditions and Definitions**

Further rating definitions shall be established in agreement with the scope of each project. When performing building inspections the conditions of windows, railings, fences and pavements shall be included in the scope of work.

### 10. Anchoring Systems

All designs requiring anchoring systems in existing construction shall specify manufacturer, type, size, depth of embedding and load to be attained. Where the Consultant has doubts aboutthe capacity of specified inserts, instructions for inspection during installation and field testingshall be provided. Anchors exposed to weather should be protected against corrosion.

### 11. Demolition

The Structural Engineer shall prepare and review demolition plans and ensure that the proposed work is feasible. The Consultant shall indicate phasing of demolition and prepare a list of required Controlled Inspections in accordance with the New York City Building Code.

### 12. Tenant Safety Plans

For all work in existing structures that will continue to be occupied during construction, theConsultant shall prepare a tenant safety plan for approval by the Department of Design andConstruction. This plan will serve as the basis for Controlled Inspections.

### 13. Temporary Structures

The engineer is responsible for reviewing the contractor's shop drawing plans for the installationof temporary structures or equipment.

## E. PLUMBING DESIGN CRITERIA

Plumbing systems and equipment shall be designed and engineered by a Plumbing Engineerlicensed in the State of New York and shall comply with the NYC Building Code.

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### **1. Sanitary and Storm Drainage Systems**

The Consultant shall design separate sanitary and storm drainage systems and determine availability of public utilities. Each system shall be designed to connect to its respective street system. Design and specify duplex sewage ejectors for those fixtures that cannot drain by gravity. Design storm water detention or retention.

### **2. Water Systems**

Design potable cold and hot water systems and their accessories in compliance with Regulatory Agency requirements.

### **3. Connections, Fixtures, Accessories, Piping and Piping Accessories**

Design and specify connections, fixtures and accessories, coordinating all toilet room accessories with Architect. Specify piping and piping accessories.

### **4. Sprinkler Service Line and Standpipe Systems**

Design and specify fire standpipe in accordance with the hydrant flow test report. Provide water service up to and including the detector check valve for sprinkler systems and combined sprinkler/standpipe systems. Design all other fire suppression systems in accordance with the New York City Building Code.

### **5. Facilities during Construction**

Provide for temporary water supply and sanitary facilities during construction.

### **6. Gas Supply**

Design and specify a gas supply system. Determine street pressure availability and specify gasboosters in conjunction with the Utility Company, if necessary.

### **7. Coordination**

Coordinate with other disciplines to avoid conflict and inappropriate interferences with other utilities, especially electrical services. Provide for electrical equipment protection from plumbing systems.

### **8. Riser Diagrams**

Show water and drainage riser diagram indicating elevations in feet above mean high water. Fixtures are to be keyed to symbols list and fixture schedule, indicating pipe sizes, vent stack, stack vent, vent and soil lines.

### **9. Chases and Shafts**

For clarification purposes, include details and schematic connections to equipment, whenever necessary. Show the plumbing chases and shafts on the plans and sections, indicating all dimensions and clearances.

## **F. HVAC AND FIRE PROTECTION DESIGN CRITERIA**

HVAC and Fire Protection systems and equipment shall be designed and engineered by a Mechanical Engineer licensed in the State of New York. The services of specialty

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

Subconsultants shall be made available when required by the nature of the work. All work shall comply with the New York City Building Code

### **1. General Criteria**

The HVAC and Fire Protection design shall include a report covering:

- **Analysis of Requirements for Operating Personnel**

In addition to the multiple schemes considered, the Consultant shall investigate and propose mechanical systems that could eliminate the need for licensed operating personnel. These include but are not limited to smaller units, units with multiple compressors and non-refrigerant type systems.

- **Evaluation of Alternative Schemes**

The Consultant shall analyze the advantages, disadvantages, annual owning and operating costs of not less than three schemes, including a recommended scheme.

- **Air Conditioning and Refrigeration**

The Consultant shall present to RIOC a complete analysis of refrigerant use for all projects that include replacing or installing air conditioning and refrigeration equipment. This analysis will include the types of equipment, such as absorption equipment and alternate refrigerants that are available to suit the specific project. The goal is to outline a range of equipment schemes in compliance with the Environmental Protection Agency laws and guidelines with respect to the use of CFC, HCFC and HFC refrigerants. The report will include requirements, restrictions, costs, advantages and disadvantages of each scheme. Recommendations shall be made to RIOC and the RIOC Department for review and approval.

- **Analysis of Automatic Controls Systems**

Provide definitive analysis of the automatic controls systems, and proposals for all necessary modifications and upgrading. The control systems shall allow for seven-day programming, with night and weekend temperature set-back in winter. Analysis of building energy management systems shall be included as an alternative.

### **2. Surveys**

For existing buildings, the Consultant shall include in the report a building survey, including heating / cooling plant, chimney, fire protection and ventilating systems. The survey shall record all equipment and conditions, including the age and condition of all heating and cooling equipment such as boilers, piping and insulation and the operating results achieved through their use.

### **3. Existing Systems Assessment**

For existing systems the Consultant shall assess the Fire Protection and HVAC equipment and where necessary redesign in order to obtain an efficient and safe operating condition.

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### 4. Equipment Connections

- **New Equipment Connected to Existing System**

For existing buildings, the report shall state if the new equipment installation is connecting to an existing system, and, if so, whether the existing equipment is to be refurbished before the new connections are made. The Consultant shall provide all designs for the modifications and refurbishment by the end of Design Development.

- **Schedule of Equipment to be overhauled**

For existing equipment to be overhauled or replaced, the Consultant shall make a complete schedule of all HVAC equipment. The schedule will list working condition, requirements for repair and approximate remaining potential useful life.

### 5. Fuel Tanks

A separate report shall be included regarding the existence of all underground fuel tanks, for both heating oil and diesel oil, describing their condition, age and the code requirements for testing.

The report shall provide recommendations for removal and replacement of tanks and contaminated soil.

### 6. Codes and Standards

An analysis shall be made of all applicable codes and standards, local laws, and regulatory agency requirements as they pertain to the provision of a complete system of fire protection and HVAC for the project. This will include seismic restraint and energy codes as required. As a minimum, the Consultant shall design to meet the following Codes:

- Sheet Metal & Air Conditioning Contractors National Association (SMACNA) All ASHRAE Handbooks
- New York City Building Code
- New York State Energy Conservation Construction Code
- New York City Fire Protection Code
- New York State Department of Environmental Conservation Code

### 7. Acoustical Design

The Consultant is responsible for providing for acoustical design services and testing, as required, to assure that the mechanical systems perform within the guidelines set forth by ASHRAE in the "Recommended Indoor Design Goals for Air Conditioning System Sound Control." In addition, the entire mechanical installation, including all exterior and roof mounted equipment including air cooled chillers, air cooled refrigerant condensers, cooling towers, fans and air handling units, shall meet the noise control requirements of the NYC Building Code and the NYC Department of Environmental Protection, as well as all other applicable codes and local laws.

### 8. Equipment Capacities

All equipment capacities and redundancy for heating systems, air conditioning plant and equipment, and all other major systems shall be reviewed and approved during the

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Schematic Design and the Design Development phases, prior to proceeding with Final Design. Installations for which RIOC requires 100% plant capacity redundancy will be designed so that the plant capacity will remain at 100% in the event of the loss of one unit. For all other installations of two boilers or two chillers each piece of equipment shall have a minimum capacity of 75% of the total required load.

### **9. Ventilation**

Outdoor ventilation air quantities shall be in accordance with ASHRAE Standard 62, latest revision.

### **10. Boiler System**

Boiler selection shall be determined based on space conditions and simplicity of operation. The Consultant shall analyze standard or modular type boilers depending on the building use, initial and operating costs. The Consultant shall fully coordinate requirements prior to final selection. The use of heat pump systems shall also be analyzed as an alternative.

### **11. Heating System**

The heating system shall preferably be two-pipe forced hot water, zoned as required, with each zone having its own circulating pump or other means of providing independent control for each exposure and occupancy. Provide stand-by pumping capacity.

### **12. Oil Storage**

Oil storage for heating shall be sufficient for a one-month supply, and shall be designed as per the latest New York State Department of Environmental Conservation regulations and all other applicable codes. The parameters of each project, and the oil storage capacity for emergency generators must be reviewed and approved by RIOC prior to proceeding with the Final Design phase. Unless otherwise directed, the Consultant shall provide for an independent storage tank for emergency generator fuel storage. The Consultant shall review space limitations and budget constraints during the Schematic Design phase. The Consultant's design for buried fuel tanks and related ancillary equipment such as piping and cathodic protection, shall be based on manufacturer's data for either double-wall steel tanks or double-wall fiberglass tanks.

Contractors bidding on Consultant's design documents will be allowed to substitute steel for fiberglass or fiberglass for steel as an approved equal submission. The Consultant is responsible for shop drawing review.

### **13. Dual Fuel Burners**

Where applicable the Consultant shall, during Schematic Design, investigate the feasibility of providing dual fuel burners for all new boiler equipment and for existing boilers with burners to be replaced.

### **14. Ductwork and Air Distribution**

The Consultant shall provide for:

- Diffusers and registers instead of grilles
- Framed security bars for HVAC openings or ducts 6" or larger in any dimension, for security applications
- Review of requirements for security with RIOC
- Location of all duct smoke detectors, shown on the drawings

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- Motorized dampers at outlets of kitchen range hood fans (utility fans)
- Fire dampers adjacent to each intake louver, gooseneck and penthouse
- Fire stopping details
- Motorized damper at each exterior wall louver
- Motorized damper in lieu of backdraft damper
- Motorized damper at each roof penetration for HVAC units
- Locations of all fire dampers, shown on the drawings
- Turning vanes shall comply with SMACNA's HVAC Systems duct design standard
- Quadrant opposed blade dampers for balancing in lieu of splitter dampers
- Sheet metal ductwork only, do not use fiberglass ductwork
- External thermal duct insulation in lieu of internal insulation
- Ten gauge black iron for kitchen range hood exhaust ductwork

### 15. Piping and Coils

Regarding piping and coils, the Consultant shall provide for the following, as required:

- Condensate drain piping for all cooling coils with a deep seal trap
- Reverse return piping for hot water heating elements
- Three valve bypass for each float and thermostatic and bucket type trap
- All steam coils shall be of the freeze proof construction type
- Circulating freeze pump protection for all hot water heating coils
- Heating coils to temper all outdoor air intakes
- Three valve bypass for each control valve
- Thermostat or aquastat for each unit heater, cabinet heater, VAV box and aircurtain
- Drain piping for each pre-action valve assembly and each sprinkler control valve assembly
- Refrigerant piping schematic flow diagrams. Pipe routing to and from interconnected pieces of equipment shall be sized and shown on the HVAC plans. Indicate all filter dryers, solenoid valves, strainers, pressure relief valves, flexible connections, receivers and sight glasses.
- Complete systems for water treatment, with one-year service contract.
- Steam or hot water for unit and cabinet heaters, and air curtains instead of electric.
- "Warm-up" valves for all steam services, as required.
- Blow-off valves at all strainers.
- Schedule 80 piping for condensate return.
- Schedule 40 piping for sprinkler work, do not use Schedule 10.
- Heat trace of all piping subject to outdoor freezing temperatures.

### 16. Emergency Generator

Provide self-activating exhaust fan in connection with the emergency generator room, including fresh air and discharge ductwork for the emergency generator radiator. The fuel supply system shall include an electric transfer pump, an emergency hand pump, a day tank and an alarm activated by high and low level switches in the day tank. The engine room ventilation system shall be capable of providing sufficient air for engine cooling and combustion. The ventilation system shall include motorized dampers and thermostatically controlled bypass for engine room temperature control.

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### 17. Exhaust Fan

Provide make up air source for each exhaust fan.

### 18. Louvers

Door louvers or a door undercut shall be provided for each room being exhausted or ventilated. Use a door undercut for less than 75 cfm and a door louver for 75 cfm or greater. All louver designations shall indicate net free area. Exterior louvers, including outdoor air intake louvers and fan discharge louvers should be positioned to deter potential vandalism.

### 19. Equipment Schedules

Heating element and fin tube schedules shall include length and capacity. The equipment schedules shall indicate motor brake horsepower, motor horsepower, voltage, phases, frequency, manufacturer, model number and Material Equipment Acceptance number.

### 20. HVAC Systems Controls

The determination of the type and complexity of control systems to be selected shall include an analysis of RIOC's maintenance staff operational preferences and budgetary constraints.

### 21. Commissioning

On select projects RIOC will engage a Commissioning Agent, who monitors tests on the systems, and based on them, works with the team to develop solutions. The Commissioning Agent is involved in the design phase to develop and coordinate the commissioning effort among relevant trades, during the construction process to witness pre-functional tests and coordinate the systems, and finally to witness functional operation. For projects that require Consultant participation in developing commissioning specifications, the ASHRAE Guideline 1-1996 or subsequent versions shall be used as a basis for establishing required minimal criteria. Consultants shall participate in the Commissioning process as required.

### 22. Equipment Location

HVAC systems and equipment shall be integrated into the architectural design for both exterior and interior locations. In general, HVAC equipment should not be visible from the street. All roof mounted equipment must be installed to the highest security standards. For interior equipment, consideration must be given to aesthetic compatibility with the building and noise levels.

### 23. Fire Protection

The Consultant shall provide a complete state of the art fire protection system compatible and coordinated with each architectural or mechanical design scheme, including but not limited to sprinklers, siamese, pumps, water supplies, water reserve, emergency power, smoke purge and fan shutdown. The design shall comply with the New York City Building Code, the New York City Fire Code, the National Fire Protection Code and all applicable local regulations. For coordination between trades for water supply regarding sprinkler and combined sprinkler/standpipe systems, see Chapter IX of this Guide.

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### G. ELECTRICAL ENGINEERING DESIGN CRITERIA

Building and site electrical power and lighting systems and equipment shall be designed and engineered by an Electrical Engineer licensed in the State of New York. The services of specialtySub-consultants shall be made available when required by the nature of the work. All work shall comply with the New York City Building Code, New York City Electrical Code, and utility requirements.

#### 1. Survey of Existing Conditions

For existing buildings, the Consultant shall survey and make recommendations for the re-use, replacement or modification of:

- **Lighting Fixtures**

Refer to illumination levels, lamp bulbs, energy efficient lighting fixtures and controls.

- **Telephone Service**

Evaluate the adequacy of the existing service.

- **Electrical Services**

Refer to new loads for suitability of Utility's metering, capacity of service entrance equipment, power distribution system, panelboards and consideration of non-linear loads.

- **Auxiliary Systems**

Evaluate fire alarm, communications (voice and data) and security systems.

- **Power Distribution Systems**

The survey shall record the age and condition of all electric power distribution equipment.

#### 2. Electrical Service

Request from the Utility Company electric service for a new building or a reinforcement of the electric service for an existing building. Submit to the Utility a site plan showing the building property line, electrical service entrance, equipment room, and a breakdown of the electric load. Request location of electric service point of entry into the building or to property line manhole or handhole, so as to provide a reasonable route to the electrical room and available short circuit current and metering requirements. Significant extra cost may result if the Utility Company cannot take the shortest route for the service connection. Provide RIOC with copies of all Utility Company correspondence.

#### 3. Telephone Service and Cable Television Service

Submit to the Utility Company a site plan with the property line indicated together with telephone requirements. Request location of telephone service point of entry into the building. Coordinate location and source of any planned or potential high-capacity internet lines. This also applies to cable television service when required.

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### 4. Computer Technology

Computer use and changing information technology puts increasing demand on electrical service capacity, wiring and system flexibility. The Consultant should take into account current computer requirements and likely augmentation of equipment including peripherals and high-capacity internet lines when designing electrical systems. Computer panel boards shall have double-size neutrals, ground bus and built-in surge protection. Consider providing an uninterruptible power system.

### 5. Panel Locations

For existing buildings, show on plans all existing lighting, power and distribution panels together with panel schedules. Recommend re-use, modification or replacement.

### 6. Panel Schedules

For all panels provide complete panel schedules on the drawings, showing circuit number, circuit breaker trip rating, load in volt-amperes for each circuit, load description and location, summary of connected load and demand load. Provide twenty-five percent spare feeder capacity. For power panels, add conduit and cable size feeder for individual circuits. For fused switch panels, show switch and fuse rating. Provide twenty-five percent spare circuit breakers or fused switches. Show service voltage, phase, bus rating, main circuit breaker or switch and fuse if required. Indicate panel location and type of mounting. Panel boards shall have door-in-door trim with bolt-on circuit breakers or switches.

### 7. Conduit and Wiring

Conduit shall be concealed where possible. Heavy wall, rigid, galvanized steel conduit shall be installed where exposed or where required by the Code. Electrical metallic tubing (EMT) may be installed concealed in hung ceilings or walls. Compression fittings shall be used for EMT. Armored cable shall not be used. Flexible conduit shall be only used for short lengths. Provide a drag wire in all empty conduits. Cable connectors shall be of the copper pressure plate type.

Connections to bus bars for cable sizes number 1/0 and larger, shall be made with two zinc-plated bolts. Aluminum conduit and wire shall not be used.

### 8. Power Distribution

Design a complete power distribution system. Show on the drawings an impedance diagram, which shall include short circuit calculations for all significant points. Fuses and circuit breakers shall be coordinated for selective tripping and selected for the interrupting capacity required. The voltage drop shall not exceed the limits permitted by the New York City Electrical Code. Provide system and equipment grounding in accordance with the New York City Electrical Code. If the load is one thousand KVA or larger, comply with the requirements of the Advisory Board of the New York City Building Department.

### 9. Coordination

Design electrical systems to avoid inappropriate juxtaposition with other utilities, mechanical and plumbing requirements. All engineering drawings are to be coordinated with the architect.

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### 10. Motors

Design and specify power for motors and controls.

### 11. Emergency Systems

Design new emergency lighting and power systems or modify existing systems in place. Submit a detailed summary of the load indicating the largest size motor. Show grounding for the emergency generator. Decide whether a separately derived grounding system will be used.

Uninterruptible Power Supply equipment may be used for computer equipment. Batteries shall be installed in a temperature-controlled environment.

### 12. Fire Alarm System

The fire alarm system shall be the addressable type. Design the fire alarm system in accordance with the Fire Department and Building Code requirements for the building occupancy. Submit a certificate stating that the fire alarm system complies with all requirements together with an application for plan examination by the Fire Department. The Fire Alarm System must be coordinated with the Fire Protection System.

### 13. Lightning Protection System

Design a lightning protection system for the building if required.

### 14. Continuity of Service

For existing buildings, specify continuity of service for power, light, and emergency systems, if the RIOC Department intends to continue occupancy during alterations. Assume continuity of service unless otherwise indicated in the Specific Requirements or Task Order.

### 15. Equipment Removal

Show on separate demolition plans electrical equipment required to be removed or relocated. Show source of power from which this equipment shall be disconnected. Provide associated specifications. Indicate staging plans, if required.

### 16. Temporary Light and Power

Specify temporary light and power to be provided during construction under the Electrical Contract.

### 17. Load Shedding

Investigate costs and benefits of "load shedding." Costs will be associated with equipment and wiring. Benefits will relate to the reduced energy demand.

### 18. Drawings and Diagrams

- **Floor Plans**

Shall show detail layout of concentrated runs to eliminate conflicts and interference with other trades.

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- **All Home-Runs**

Shall be shown and properly indexed as to number and size of conduit, wires and destination.

- **Lighting Fixture Shapes**

With details of construction and mounting supports shall be shown on the drawings.

- **Single Line and Power Riser Diagrams**

Shall be prepared to include electric service, main distribution panel and all downstream panelboards, emergency panels, and transformers.

- **Riser Diagrams**

Shall be provided for fire alarm, smoke detector, security, data and telecommunications and other systems shown on the drawings.

- **Provide Separate Drawings**

For lighting, power and low voltage systems such as fire alarm and telecommunication systems.

### **19. Electrical Closets**

Design adequate electrical and communications closets, to conform to the requirements of the New York City Electrical Code, Bulletins 105 and 119.

### **20. Convenience Outlets**

In offices and storage areas, convenience electrical outlets shall be spaced approximately eight feet on center around the perimeter of the room.

### **21. Fixture Outlets**

All fixture outlets shall be marked with the fixture type and control point.

### **22. Harmonic Filters and Surge Suppressors**

Provide stand alone transient voltage surge suppression devices with high frequency noise filtering for panelboards serving computers and other sensitive electronic equipment.

Where significant nonlinear loads are present, passive harmonic mitigation devices shall be installed on transformer secondary. If required, panelboards shall have built in surge suppressor equipment.

### **23. Reference Standards**

Design electrical systems to meet the requirements of the most recent editions of the New York City Electrical Code, other relevant codes, standards and the General Electrical Requirements in the General Conditions of the Specifications.

### **24. Fluorescent Lighting**

When fluorescent lighting is necessary, use energy efficient T8 fluorescent lamps with a minimum of 85 Color Rendering Index (CRI) for normal applications, and compact fluorescent lamps for most general, task and accent lighting. In lighting fixtures, use parabolic reflectors or anodized specular aluminum reflectors with parabolic louvers or diffusers. The ballasts shall be Class P thermal and Class A sound rated electronic ballasts

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with a maximum total harmonic distortion of ten per cent or less and a crest factor of 1.4 or less.

### **25. Indirect Lighting**

In areas of intensive computer use, consider indirect lighting fixtures.

### **26. Exit Lighting**

Exit lighting fixtures shall contain light emitting diodes.

### **27. Occupancy Sensors**

Use infrared, ultrasonic, and microphonic occupancy sensors. Dual technology infrared and ultrasonic combination-type sensors are recommended.

### **28. Daylighting**

Consider integrating controls with automated daylighting system.

### **29. High Intensity Discharge Lighting**

Use metal halide lamps for high bay, exterior and floodlighting. If available for the luminaire selected, use pulse-start metal halide lamps. Use quartz standby lamps to provide emergency lighting when the voltage dips. Use electronic ballasts when available.

### **30. Illumination Levels**

Design for illumination levels must meet criteria of the New York State Energy Conservation Code. They should reflect the standards established by the Illuminating Engineering Society (IES), unless otherwise noted in the Specific Requirements or Task Order.

### **31. High-Efficiency Fixtures**

High efficiency lighting fixtures shall be used.

## **H. HISTORIC PRESERVATION DESIGN CRITERIA**

Historic preservation design criteria apply to work on structures, interiors, sites, streetscapes and works of art that fall into two categories:

Designated landmarks are those that are designated as landmarks and subject to regulatory oversight by the New York City Landmarks Preservation Commission (LPC) and by other state or federal agencies having jurisdiction

Landmark quality properties are those identified either as eligible for designation or as having significant historic, cultural, architectural or landscape features. Criteria and a list of landmark quality properties were established by the Landmarks Conservancy in 1977. The criteria may apply to an entire project or to part of a project, and may apply to the work of any trade or engineering discipline.

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## **Consultant Services**

The extent of services described below may vary according to the overall scope of work. Other services may be required and may be more fully described in the Specific Requirements or TaskOrder. Typically, required services include:

### **1. Research**

These projects require documentary, historical and field research sufficient to inform the projectscope and intent. Research will provide a sound basis for design decisions and verify conditionsexposed during probes and/or construction.

### **2. Evaluation of Significance**

The Consultant is expected to prepare an evaluation of the relative importance of features relevant to preservation. The evaluation shall be based on research, and on an inventory of features such as spaces, materials, structural and other building systems, equipment, furnishings,stylistic details, craftsmanship, works of art, as well as historic or cultural significance.

### **3. Existing Conditions**

The Consultant shall provide a conditions report based on observation, interviews, probes and tests. The Consultant is expected to identify, plan and oversee probes and tests, to provide detailed reports, and to incorporate results into the design strategy.

### **4. Salvage of Historic Artifacts**

For appropriate elements, the Consultant is to identify building or site components for inclusionin the capital work. If a reuse cannot be found the Consultant is to arrange for their relocation or reuse by the RIOC Department. If it is not practical, the Consultant is to arrange for their sale and credit in the contract documents. Items to be considered include sculpture, decorative elements, doors and woodwork, and furniture.

### **5. Documentation**

In the absence of existing measured drawings, the Consultant shall produce a set of base measured drawings for the areas of work included in the scope. Throughout the project, theConsultant shall keep a record of all changes to existing and original features including materials, methods, design intent, and detailing. The Consultant shall provide photographicdocumentation of conditions and activities throughout the project.

### **6. Historic Structures Reports**

Preservation services rendered as part of the project shall be documented in a way suitable forinclusion in a Historic Structures Report, noting all sources of information, both written and graphic. The Specific Requirements or Task Order for a project may require the Consultant toproduce a complete Historic Structures Report as part of the project scope.

### **7. Application for Eligibility**

The Consultant may be required to prepare an application for eligibility for the National or StateHistoric Register as an additional service.

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### 8. Special Experience Requirements

The Consultant shall assist the RIOC team in the specification of special experience requirements for the Contractor and/or Subcontractor and for all highly specialized trades. When finalized and approved, they shall become part of the Bid Package. During the Bid and Award phase, the Consultant shall assist in the review and verification of the special experience qualifications submitted by the Contractor and/or proposed subcontractors. The Consultant may be required to participate in site visits to view qualifying work.

### 9. Multiple Design Options

Design options should include at least one proposal that addresses complete conformance with the Secretary of the Interior's Standards. Each scheme must fully explain the approach and the consequences as they relate to preservation issues. Each such scheme must also be accompanied by a cost estimate and must include a life-cycle analysis with long-term cost/benefit scenarios.

### 10. Historic Preservation Specialists

The Consultant shall provide a full range of preservation and conservation services by qualified experts. These experts shall be used wherever appropriate, in all phases of the project, including construction. The level of their participation and the extent of their responsibility shall be clearly defined at the beginning of the project. Specialists who may be required include, but are not limited to: historians, archaeologists, architectural and art conservators, materials specialists, historic structural and systems engineers, historic landscape architects, and advisors on special crafts associated with historic properties.

### 11. Preservation Plan

The Consultant must develop a preservation plan, based on well-documented information and integrated with overall project objectives.

## I. HIGH PERFORMANCE BUILDINGS DESIGN CRITERIA

The following are objectives:

### 1. Energy Use

Reduce energy use and demand through, integrated building design. This process uses space planning and siting to maximize the daylighting potential of the building envelope. Integrated design uses daylight to improve the indoor environment and to reduce electrical demand. It also uses energy modeling to analyze building envelope, HVAC, and lighting control options. It encourages 'rightsizing' of mechanical systems to avoid higher first costs. Where feasible, renewable energy sources such as photovoltaic cells, solar hot water, fuel cells and geothermal exchange are used.

### 2. Improved Indoor Environment

Improve indoor air quality by eliminating unhealthy emissions, such as volatile organic compounds, or VOCs, from building materials, products, and furnishings. Employ outside filtering and distribution techniques to control pollutants. Improve the thermal qualities and comfort levels of all occupied spaces. Maximize the use of controlled daylighting, and, where necessary, augment it with high quality artificial lighting. Provide good acoustic control.

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Wherever possible, offer occupants the ability to regulate personal comfort.

### 3. Resource Reduction, Pollution Prevention and Recycling

Where equivalent in quality, cost, and performance, use green building materials and interior furnishings that are made from recycled or renewable resources, are themselves recyclable, and that have been manufactured in a manner least damaging to the environment. Implement construction and demolition waste prevention and management strategies. In addition, design for selective site sorting of materials for salvage, recycling, or disposal.

### 4. Building Operations Resource Management

Design in ways that promote good building operations practices. These include incorporating systems to conserve water, to integrate everyday waste recycling, and to reduce the need for harmful maintenance chemicals and practices.

## J. INVESTIGATION CRITERIA FOR STRUCTURES AND SOIL

### 1. Probes

When appropriate the Consultant shall develop and submit a plan for probing and testing existing structures. This plan shall indicate location, methods of probing and testing, as well as objectives.

- **Timing**

Where probes are necessary to clarify existing conditions, the Consultant shall request them at the Pre-Preliminary phase, or, when this phase is not included, during the Schematic Design phase. Probing existing structures shall be performed not only to solve technical uncertainty, but also to avoid delays and uncertainty during construction operations.

- **Number of Probes**

The number, locations and extent of probes should be determined to provide sufficient understanding of existing conditions. The Consultant is required to be present when these probes take place so as to note the conditions on site and direct the Contractor. When the initial probes do not offer conclusive results, additional probes shall be immediately ordered in the field to avoid delay.

- **Probing and Testing Report**

A detailed report on the findings of the approved Probing and Testing Plan shall be submitted to RIOC. It will include location, photographs, dimensional data, sketches and any other material necessary to support the findings.

### 2. Subsurface Investigation

In addition to providing for a suitable foundation solution, the Consultant is expected to use best professional judgment and experience to determine a soil exploration program that will reasonably clarify soil related work. The Consultant is responsible for the geotechnical analysis and engineering of the project.

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### **• Site Visits**

All projects that require excavation and foundation work will be visited at the start of Pre- Preliminary or Schematic Design by the Design Consultant's Structural Engineer or geotechnician. This site visit is a contractual obligation. Based on the project requirements and because of this field visit the program of soil exploration shall be initiated.

### **• Soil Exploration Program**

The soil exploration program should enable the determination of the optimal foundation solution as well as the reduction of uncertainty during construction. RIOC does not place a maximum limit on the number of borings to be taken. The number and type of investigations should be based on reasonable economic and engineering decisions.

### **• Additional Borings**

When the Consultant finds that the preliminary borings are not sufficient to provide information for design and construction, additional borings shall be ordered.

## **3. Number of Borings**

As a minimum, the number of borings shall meet the requirements of New York City Building Code and shall be determined by the experience of the Consultant.

## **4. Water Level**

### **• Update Information**

For sites where there are sufficient existing borings, water level information older than ten years shall be updated.

### **• Measurement Intervals**

For sites in the vicinity of bodies of water, the water level shall be measured three times at intervals of approximately four weeks. For other sites it is required to have two readings spaced four weeks apart.

## **5. Adjacent Foundations**

### **• Research**

The Consultant is responsible for conducting research at the Building Department to obtain information on existing adjacent buildings.

### **• Site Visit**

During the site visit the Consultant and the Structural Engineer shall attempt to visit basements of adjacent buildings.

## **K. ENVIRONMENTAL DESIGN QUALITY**

The design process must respond to environmental concerns and the project design must incorporate measures to mitigate adverse environmental impacts whenever feasible. The environmental review process for any project will address rules and regulations established by the New York City Department of Environmental Protection (DEP), New York State Departments of Health and Labor and applicable United States

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Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) standards.

While the vast majority of environmental issues within buildings undergoing renovation are associated with the presence of asbestos-containing materials (e.g.; spray-on fireproofing, pipe insulation and vinyl asbestos tiles) other hazards might be present. Examples of these include lead-based paint, polychlorinated biphenyls (PCBs), and biological contaminants (such as mold and pigeon droppings). Excavated soils may contain volatile organic compounds (VOCs), toxic metals or other contaminants from past hazardous materials disposal practices.

The Consultant may be responsible for obtaining the services of a qualified firm or individuals licensed or certified to perform hazardous materials investigations in the City of New York. . Any firm selected to provide such environmental services requires pre-approval by RIOC before they can participate in the project.

On jobs on which the Consultant is responsible for obtaining these environmental services, they shall meet the standards described below.

### 1. Asbestos-Containing Materials (ACM):

#### •Investigator Survey

All buildings scheduled for construction/renovation, including recently constructed buildings or newly renovated areas, must be surveyed by a New York City Investigator to identify the presence of ACM which could be impacted during construction/renovation.

#### •Abatement in Contract Documents

With limited exceptions, contract documents shall include abatement of all ACM that can reasonably be expected to be disturbed by construction/renovation activities.

#### •Outside Construction Area

When inspecting for asbestos or preparing abatement contract documents, give specific consideration to areas that may be impacted outside the immediate renovation/construction area, nearby restricted access areas, and abatement phasing requirements.

### 2. Lead-Containing Materials:

#### •Protect Workers

The Consultant is advised that lead-containing materials have the potential to adversely impact the health of construction workers and others located adjacent to the work area and appropriate precautions shall be specified.

#### •Identify Waste in Bid Documents

Lead-containing materials may be designated as a hazardous waste when disposed of. The Consultant will be responsible for identifying any lead waste disposal requirements and noting them in the bid documents.

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### •Note Potential Lead Release in Bid Documents

The Consultant shall be responsible for identifying any construction tasks that could result in releases of lead for which the contractor may become responsible and for noting them in the bid documents.

### •Regulations on Child-Occupancy

In buildings that would be considered “child occupied,” the Consultant will be responsible for developing lead control procedures in conformance with federal and state requirements for child-occupied buildings.

## 3. Other Hazardous Materials:

### •Site Contamination

Performing construction in areas of known site contamination is likely to increase project costs significantly by adding follow-up environmental investigation and reporting. In the design phase, the Consultant must review existing environmental due diligence reports and other historical records to ascertain whether other contaminants might be present and to develop bid documents that will adequately address handling, removal and disposal of those materials.

### •Waste Management

Failure to adequately identify hazardous waste streams, use approved waste transporters, or use approved waste disposal facilities may expose RIOC to long-term liability and/or result in costly change orders. The Consultant shall ensure that all applicable hazardous waste rules and regulations are fully understood and addressed in specifications and contract documents.

### •PCB-Containing Materials

Oil-filled electrical equipment (transformers, bushings, capacitors, cooling and insulating fluids, contaminated soil, etc.) may pose a long-term liability to RIOC and are subject to existing EPA and state regulations. The presence of such materials must be identified before or during the Design Development phase and the Consultant shall provide appropriate guidance for handling and disposal.

### •Underground Storage Tanks

Underground storage tank systems (USTs) can threaten the environment and pose a long-term liability for RIOC. State and Federal regulations concerning USTs must be followed. The Consultant shall identify the presence of all USTs that may be impacted by the construction work and include appropriate specifications in contract documents.

### •Other Environmental Issues

The Consultant is responsible in the design phase for identifying any other additional environmental issues that may be created by the proposed construction.

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## II. PRE-PRELIMINARY DESIGN

### A. PRE-PRELIMINARY DESIGN SERVICES

1. Pre-Preliminary Design Kick-Off Meeting
2. Develop Concept and Prepare Alternative Schemes
3. Cost Estimating
4. Progress Meetings
5. Environmental Design Meeting
6. Pre-Preliminary Tasks
7. Existing Condition Drawings
8. Space Programming
9. Analysis
10. Furniture and Equipment
11. Master Planning

### B. PRE-PRELIMINARY DESIGN DELIVERABLES

1. Progress Meeting Minutes
2. Interim Reports
3. Report Preparation
4. Final Report
5. Report Requirements
6. Budget Substantiation
7. Design Review Comments Response
8. Acceptance

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. PRE-PRELIMINARY DESIGN SERVICES

When a clearly defined program does not exist, or if further investigation is necessary, the Consultant will be requested to perform Pre-Preliminary work. This may include an existing conditions survey and master planning. When Pre-Preliminary services, including studies, are requested in the Specific Requirements or Task Order, the Consultant shall evaluate the program, the existing conditions and the design parameters. The Consultant shall prepare as many studies as reasonably may be required in order to develop a detailed Scope of Work for the project until RIOC accepts one such Scope of Work. Studies shall be accompanied by associated Cost Estimates and any additional items of work called for in the Specific Requirements or Task Order. After acceptance by RIOC of the detailed Scope of Work for the project, the Consultant shall prepare and submit the required number of copies of the Pre-Preliminary Report and related estimate of the construction cost to RIOC. Pre-Preliminary Design services include:

### 1. Pre-Preliminary Design Kick-Off Meeting

A meeting attended by the Consultant, the RIOC Project Manager and relevant RIOC team members shall be held at the start of the project. At this meeting all important project requirements shall be discussed, including:

- **Requirements of the Contract**

- Which include the Agreement, the Specific Requirements or Task Order and the Design Consultant's Guide.

- **Project Intent and Goals**

- **Project Scope**

- **Budget**

- **Site Data**

- Including review of Asian Longhorn Beetle containment requirements.

- **Schedule**

- The Consultant shall present a schedule for approval by RIOC for the entire project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration.

### 2. Develop Concept and Prepare Alternative Schemes

The Consultant shall meet with the RIOC Department representative, and prepare a program and estimate, identifying all personnel and equipment and corresponding space requirements and adjacencies. The Consultant shall coordinate program and cost information and develop as many pre-preliminary concepts as reasonably may be required,

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with a minimum of three, until RIOC accepts one such scheme.

### 3. Cost Estimating

A cost estimate in Construction Specification Institute format must be submitted for each Pre- Preliminary design alternative presented, indicating the preferred scheme. For each item or combination of items in the cost estimate, identify the quantity required, the unit of measurement, the unit cost and the total cost. Provide a summation of construction cost for each trade in the estimate, as appropriate to the project. Include in the cost estimate general conditions at ten percent, overhead and profit at fifteen percent, and design contingency at ten percent.

### 4. Progress Meetings

The Consultant shall attend, participate and make submittals at progress meetings to be scheduled by the RIOC Project Manager. These meetings shall be recorded by the Consultant in Meeting Minutes. Criteria for these minutes appear in Section 9 under "Meetings."

### 5. Environmental Design Meeting

For all projects the Consultant and the Subconsultants shall participate in a meeting in which required and recommended environmental design features will be reviewed and discussed.

### 6. Pre-Preliminary Tasks

#### •Scope

Develop the total scope of the project by means of studies, analysis, field reconnaissance and probes.

#### •Program

Develop or validate the RIOC Department's program, or modify it as required. Translate the RIOC program into specific square foot and function relationships.

#### •Priorities

Identify the RIOC Agency priorities and identify whether budget adjustments are necessary.

#### •Presentation

Present various conceptual schemes for evaluation. These should include budgets and recommendations that will enable preliminary design decisions to be made.

#### •Scheduling

Confirm a time frame for accomplishing the project, acknowledging any special conditions that could impact the schedule under each alternative. Special conditions may include items such as phasing, relocation, swing space and adequacy of funding.

#### •Utilities

Write to the Utility Companies, including the telephone company, to

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determine the location of service entry points into the building and the service voltage.

### **7. Existing Condition Drawings**

The Consultant shall prepare drawings showing the existing conditions. These drawings shall be labeled, titled, dimensioned and shall comprehensively relate the context for design and program assumptions.

### **8. Space Programming**

Space requirements are a function of building operations as well as the number of people intended to occupy the facility. The Consultant shall explore implications of alternate methods of operation and make recommendations as to related physical plant requirements.

### **9. Analysis**

Consultant analytical services include:

#### **•Inventory of Existing Space**

Survey and prepare an inventory of the use of existing space and unit activities for the functions included in the scope of the program. A detailed analysis shall be made of the functional and area requirements of each of these activities. Compare the extent of net existing area space with that of the proposed space.

#### **•Site Analysis**

Study the urban setting of the site and the surrounding properties. Establish whether the project site is within the most current NYSDAM (NY State Department of Agriculture Markets) quarantine area for the Asian Longhorned Beetle (ALB). Determine the suitability of the existing site conditions for the proposed work. Inventory site plantings, subsoil conditions, offsite and on-site views, existing site amenities and constraints for site development. If the project site is within the most current NYSDAM quarantine area for the ALB, identify beetle host plant species on project site per NYSDAM.

#### **•Anticipated Growth or Diminishment**

Study and analyze space and area requirements based on anticipated growth or program diminishment. Time periods for projecting future needs shall be approved by the RIOC.

#### **•Individual Work Space Standards**

Establish or confirm individual work space standards for each category of personnel to ensure uniformity of treatment and efficient space use.

#### **•Adjacency and Work Flow**

Determine adjacency requirements and work patterns during normal and peak use period.

#### **•Special Purpose Areas**

Develop space requirements for special purpose areas as defined by the RIOC Project Manager as the project develops.

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### •Building Service Areas

Develop requirements for building service areas, to allow for proper operation and building maintenance. These include supply and storage areas and spaces allocated for waste disposal and delivery systems.

### •Service Requirements

Establish the requirements for building management, telephones, communications, electrical, plumbing, mechanical needs, special lighting and acoustical treatment.

### •Mechanical Requirements

Space shall be programmed for mechanical equipment of sufficient capacity to serve the facility with heating, ventilating, air conditioning, fire protection, and plumbing.

## 10. Furniture and Equipment

For projects involving furniture and equipment, the Consultant is responsible for alternatives showing satisfaction of program by different furniture arrangements. Upon approval of a single alternative, determine a separate furniture and equipment budget.

## 11. Master Planning

If RIOC determines that a project's land use is complex and will require long-term development phasing and multiple-year funding, then that project shall be designated a Master Plan. Master Plans may be either primarily site-oriented, building-oriented (single or multiple), oriented to the exterior or interior restoration of a building or buildings, or any combination thereof. Except for furniture and equipment schemes, Master Planning shall require all previously described Pre- Preliminary services, but they shall demonstrate the depth and complexity of research appropriate to a multi-year, large-scale scope.

### •Scope

A Master Plan may encompass not only construction, but landscape architectural, ecological, regional, land use, economic development, traffic and community issues.

### •Multi-disciplinary Approach

Because of the comprehensive, long-term nature of a Master Plan's scope, the approach to, and conduct of, the Master Planning process must be completely multi-disciplinary through its duration. In addition to design professionals, Master Planning may require subconsultants from such specialized fields as history, landscape architectural preservation and architectural preservation, demography, sociology, traffic and transportation, planning and economic planning.

### •Inventory

As in the standard Pre-Preliminary design phase, Master Planners shall examine a project's existing ecological, microclimatological, urban design, historical, zoning,

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and regulatory characteristics, as well as the concerns of pertinent community-based groups and jurisdictional entities as they relate to the project site and any existing or proposed structures. Beyond these requirements Master Planning shall be simultaneously more sweeping in its data gathering and more attentive to evaluating the long-term impacts such gathered data would have upon the ultimate planning and design recommendations to be generated. Master Planners shall conduct their inventory so as to best synthesize data into planning and design issues. These issues must then be prioritized to guide recommended development options.

### **•Program**

The Master Plan will investigate the known and potential growth needs of the RIOC Department in the years to be covered by the Master Plan.

### **•Phase One Program**

After inventory, analysis, issue identification and prioritization, and the development of various proposals, the Consultant and RIOC will choose to pursue one Recommended Option. This option will be developed to document every phase of the multi-year plan, and will include a program for Phase One based on available funding and possibly Phase Two of the plan.

## **B. PRE-PRELIMINARY DESIGN DELIVERABLES**

### **1. Progress Meeting Minutes**

The Consultant shall prepare Minutes within three working days of Progress Meetings. Criteria for these meetings appear in Section IX under "meetings." The Consultant shall distribute Minutes to all attendees. Minutes summarize:

#### **•Decisions Made**

-And by whom they are made.

#### **•Open Issues**

-The persons responsible and the schedule for resolution.

### **2. Interim Reports**

The Consultant shall submit interim reports for review in graphic and descriptive form, as many as may be reasonably required in the conduct of the study, until approvals are granted.

### **3. Report Preparation**

Data shall be submitted for comments as directed by the RIOC Project Manager, and must be approved by RIOC before the final report is prepared.

### **4. Final Report**

The final Pre-Preliminary Report shall contain descriptive data and graphic justification in support of recommendations made concerning the facility. The report will serve as a public record in support of future building program decisions. The Final Report shall

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contain:

- Summary of Requirements**

- Consists of data, and a full description of the recommendations, which can be used as an architectural program.

- Graphic and Descriptive Documentation**

- By activity, for current and future space needs.

- Site Development**

- Assets and constraints. If site is within the most current NYSDAM quarantine area for the Asian Longhorn Beetle, report must identify all street trees and plant specimens known to be host species.

- Appropriate Space Standards**

- For each applicable activity for current and future personnel.

- Space Requirements**

- Determination and listing of space requirements for all special uses and common use functions.

- Environmental Design Meeting Minutes**

- Individual Work Space Standards**

- Appropriate to staff positions.

- Flow Diagrams**

- Indicating the required circulation patterns and physical relationships of both internal and external activities.

- Projected Space Program**

- Noting the functions, space allocations, occupancy, staff, visitors and size of new facilities. The report shall list usable net area and gross area tabulations, complete for each of the functional requirements of the proposed project. The net area tabulations shall be indicated for all distinct program spaces.

- Alternative Schemes**

- Investigated during the Pre-Preliminary phase.

- Preliminary Construction Cost**

- For each of the alternatives. Include in the construction estimate general conditions at ten percent, overhead and profit at fifteen percent, and design contingency at ten percent.

- Schedule**

- The Consultant shall present a schedule for approval by RIOC for the entire project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction

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duration.

- Zoning Analysis**

- And recommendations, including set-backs, height limitations and required variances.

- Building Code Compliance**

- Compliance with New York City Building Code, Building Classification and Construction Classification.

- Furniture and Equipment List**

- Required for use in each typical and atypical space.

- Inventory and Use**

- Of all existing spaces, indicating anticipated growth or diminishment of use, adjacency of work space requirements, special purpose areas, facilities to be shared, support areas and building service requirements.

- Power**

- Submit an electric load summary together with a single line diagram.

- Lighting**

- List the proposed foot-candle level for each room or area.

- Fire Alarm**

- Establish the code-required system. Describe the proposed system.

- Security System**

- Describe the proposed system if required by the project.

- Communication Requirements**

- Describe the proposed telephone data and communication requirements.

### 5. Report Requirements

Consultant shall prepare and submit six copies of the report to RIOC unless otherwise specified in the Specific Requirements or Task Order. Pre-Preliminary reports shall be:

- In Conformance**

- With the requirements of the project and the Contract.

- Bound**

- With card stock or other acceptable cover appropriate for presentation purposes.

- Titled**

- On the cover.

- Transmitted**

- By letter of transmittal with the Consultant's signatures.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

- Organized**

- With a table of contents.

- Summarized**

- Containing an executive summary, descriptive text, implementation schedule, design calculations and cost estimates.

- Illustrated**

- With drawings to appropriate scale and photographs, as required.

### **6. Budget Substantiation**

If additional funding is necessary and the project scope cannot be reduced, the Consultant will be available to support such requests by providing technical information and scope substantiation.

### **7. Design Review Comments Response**

The Consultant is required to respond, in writing (electronic mail is acceptable), to comments from RIOC. Response should be within two weeks, complete, and shall address the spirit of the comment as well as the specific issues.

### **8. Acceptance**

The project cannot move forward without a written sign-off approving the Pre-Preliminary Report. A critical analysis and examination of the full range of options and issues in this early phase avoids excessive changes that would require scope or budget adjustments later in the design process.

### III. SCHEMATIC DESIGN

#### A. SCHEMATIC DESIGN SERVICES

1. Schematic Design Kick-Off Meeting
2. Evaluate Program and Prepare Alternative Schemes
3. Cost Estimating
4. Progress Meetings
5. Environmental Design Meeting
6. Design Considerations
7. Site Analysis
8. Design Criteria Requirements
9. Review
10. Approvals to Proceed

#### B. SCHEMATIC DESIGN DELIVERABLES

1. Progress Meeting Minutes
2. Drawings
3. Site Plan
4. Floor Plans
5. Roof Plan
6. Exterior Elevations and Sections
7. Existing Condition Drawings
8. Key Plans
9. Axonometrics and Perspectives
10. Study Models
11. Schematic Design Report
12. Report Requirements
13. Cost Estimate
14. Project Fact Sheet
15. List of Long Lead Time Items
16. Presentation Documents
17. Design Review Comments Response

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. SCHEMATIC DESIGN SERVICES

The Preliminary Design phase consists of two sub-phases, Schematic Design and Design Development. During Schematic Design alternative spatial solutions to the defined Scope of Work are explored, priced and presented with the aid of site plans, architectural plans showing all programmed spaces, elevations and sections. At the end of Schematic Design one set of alternatives is selected to be carried into the Design Development phase. Schematic Design services include:

### 1. Schematic Design Kick-Off Meeting

A meeting of the Consultant, the RIOC Project Manager, and Team Leader and other team members, as required, shall occur at the start of each phase of the project, including Schematic Design. Project requirements shall be reviewed, including:

- **Requirements of the Contract**

- Which include the Agreement, the Specific Requirements or Task Order and the Design Consultants Guide.

- **Project Intent and Goals**

- **Project Scope**

- **Budget**

- **Site Data**

- Including review of Asian Longhorn Beetle containment requirements if not already addressed in Pre-Preliminary design.

- **Schedule**

- The Consultant shall present a schedule for approval by RIOC for the entire project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration.

- **Approvals**

- Required on work by the Consultant.

### 2. Evaluate Program and Prepare Alternative Schemes

The Consultant shall evaluate the program and prepare as many Schematic Design alternatives as reasonably may be required until RIOC accepts one such scheme. Each scheme shall be accompanied by a zoning analysis, if applicable, and a cost estimate.

### 3. Cost Estimating

A cost estimate in Construction Specification Institute format must be submitted for each Schematic Design alternative presented. For each item, or combination of items in the

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

cost estimate, identify the quantity required, the unit of measurement, the unit cost and the total cost. Provide a summation of construction cost for each trade in the estimate, as appropriate to the project. Include in the cost estimate general conditions at ten percent, overhead and profit at fifteen percent, and design contingency at ten percent. The Schematic Design cost estimate shall reflect the New York City Prevailing Wage Rates. Sales tax shall not be included in the estimate.

### **4. Progress Meetings**

The Consultant shall attend, participate and make submittals at progress meetings to be scheduled by the RIOC Project Manager. These meetings shall be recorded by the Consultant in Meeting Minutes. Criteria for these minutes appear in Section 9 under "Meetings."

### **5. Environmental Design Meeting**

For all projects, if no Pre-Preliminary phase, the Consultant and the Subconsultants shall participate in a meeting in which required and recommended environmental design features will be reviewed and discussed.

### **6. Design Considerations**

The following elements, among others, shall be included:

- Siting and orientation
- Configuration and massing
- Site paving, plantings and site furnishings
- Exterior cladding
- Roofing systems
- Structural design
- Mechanical design
- Plumbing design
- Electrical design
- Elevator design
- Program function
- Adjacencies, circulation
- Furniture, fixtures and equipment

### **7. Site Analysis**

When not included in a Pre-Preliminary phase, study the urban setting of the site and the surrounding properties. Establish whether or not the project site is within the most current NYSDAM (NY State Department of Agriculture Markets) quarantine area for the Asian Longhorned Beetle (ALB). Determine the suitability of the existing site conditions for the proposed work. Inventory site plantings, subsoil conditions, offsite and on-site views, existing site amenities and constraints for site development. If the project site is within the most current NYSDAM quarantine area for the ALB, identify beetle host plant species on project site per NYSDAM.

### **8. Design Criteria Requirements**

All Schematic Design alternatives shall meet RIOC Design Criteria (Section I) requirements. Maintenance, operating and initial costs shall be included for each alternative.

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### 9. Review

The Consultant shall submit documents for design review to RIOC. The Consultant shall meet with regulatory agencies as appropriate for this phase of the work.

### 10. Approvals to Proceed

The Consultant shall obtain written approval to proceed from RIOC at the end of Schematic Design before proceeding with Design Development.

## B. SCHEMATIC DESIGN DELIVERABLES

### 1. Progress Meeting Minutes

The Consultant shall prepare Minutes, within three working days of Progress Meetings. Criteria for these minutes appear in Section IX under "Meetings." The Consultant shall distribute Minutes to all attendees.

Minutes summarize:

- **Decisions Made**

- And by whom they are made.

- **Open Issues**

- The persons responsible and the schedule for resolution.

### 2. Drawings

Schematic Design documents shall illustrate the resolution of the program requirements and shall be dimensioned and scaled, showing floor-to-floor heights and room sizes. The Consultant shall demonstrate the design solution in terms of economic, functional and aesthetic factors.

### 3. Site Plan

As required by the nature of the project, a site plan shall indicate:

- Basic materials
- Physical features and site furnishings
- Grading
- Site utility systems
- Paving
- Property lines
- Easements
- Adjacent buildings
- Plantings

### 4. Floor Plans

Floor plans shall be prepared for the basement and all occupied floors. Floor plans shall indicate all program spaces. Corridors, stairs, elevators, exits and compliance with accessibility requirements shall be clearly delineated. Engineering drawings, including

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structural, HVAC/Fireprotection, plumbing and electrical systems shall be included.

### 5. Roof Plan

Roof plans shall be prepared showing the roof storm water drainage plan, all roof-mounted mechanical equipment and skylights.

### 6. Exterior Elevations and Sections

Exterior elevations will be prepared with sections indicating fenestration, entry, access, siteconsiderations and materials.

### 7. Existing Condition Drawings

Existing condition drawings will be prepared showing areas and elements requiring demolition,salvage and protection.

### 8. Key Plans

Key plans shall adequately describe project location and orientation.

### 9. Axonometrics and Perspectives

Axonometrics and perspectives and other sketches, shall be prepared as necessary to fullyillustrate and document all major elements of the design and massing.

### 10. Study Models

To be provided if included in task order. Study models will show three-dimensional volumes andproportions, and, when necessary, the contextual relationship to surrounding buildings and streetscape. Study models are of particular importance for building additions, even of limited scope and area.

### 11. Schematic Design Report

The Schematic Design Report shall contain:

- Project Objectives**

- Statement of project objectives.

- Existing Conditions**

- Review and documentation of existing conditions.

- Program Requirements**

- Review and documentation of the program requirements.

- Alternative Designs**

- Alternative designs considered with detailed explanations. A minimum of three schemeswill be required, unless otherwise determined by DDC.

- Recommended Design**

- Presentation of the recommended design, including analysis of architectural andengineering concepts and suitability to program requirements.

- Site Design**

- Provide description of site concept plan. In addition, for projects with no Pre-Preliminary phase, if site is within the most current NYSDAM quarantine area for the Asian Longhorn Beetle, report must identify all street trees and plant specimens known tobe host species.

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### •Circulation Study

A diagrammatic circulation study showing horizontal and vertical circulation is required. The circulation study will include an elevator analysis and recommendations for the number of elevators, type of elevator systems and type of control systems.

### •Environmental Program Matrix

In projects with no Pre-Preliminary phase, Consultant must prepare a matrix describing preferred conditions for each major type of space in the program. The conditions should include access to daylight, orientation views, acoustic needs, air quality and lighting quality. See sample matrix on DDC sustainable website, [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc). In projects with a Pre-Preliminary phase, the Consultant must review each proposed design in relation to the previously-developed matrix.

### •Environmental Design Meeting Minutes

The minutes shall be included here for projects without a pre-preliminary phase.

### •High Performance Plan

-As defined in the DDC High Performance Building Guidelines for selected projects if not developed in the Pre-Preliminary phase.

### •Technical and Economic Evaluation

-Shall meet the DDC Design Criteria (Section I), and include necessary engineering design calculations.

### •Electrical

-Proposed foot-candle levels for all spaces, typical calculations, proposed power singleline diagram, and indications for fire alarm and security systems.

### •Zoning Analysis

-And recommendations, including set-backs, height limitations, and required variances.

### •Building Code Compliance

-Demonstration of compliance with New York City Building Code, Building Classification and Construction Classification.

### •Schedule

The Consultant shall present a schedule for approval by DDC for the entire project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration.

### •Phasing

-Of construction.

## 12. Report Requirements

After the approval of Schematic Design six copies of the drawings of the selected scheme, with an additional half-sized set, and six copies of the report are required unless otherwise noted in the Specific Requirements or Task Order. Full size drawings shall be 24 x 36" unless otherwise approved by RIOC.

## 13. Cost Estimate

A cost estimate in Construction Specification Institute format must be submitted for each Schematic Design alternative presented, indicating preferred scheme. For each item or combination of items in the cost estimate, identify the quantity required, the unit of measurement, the unit cost and the total cost. Provide a summation of construction cost for each trade in the estimate, as appropriate to the project. Include in the cost estimate general conditions at ten percent, overhead and profit at fifteen

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percent, and design contingency at ten percent. The Schematic Design cost estimate shall reflect the New York City Prevailing Wage Rates. Sales tax shall not be included in the estimate.

### **14. Project Fact Sheet**

A project fact sheet with information including net and gross area, block and lot number, zoning district, Community Board, Council District and street address is required.

### **15. List of Long Lead Time Items**

In consultation with the RIOC Project Manager and Team Leader, the Consultant shall prepare a preliminary list of anticipated long lead time items necessitated by the program and the project design.

### **16. Furniture and Equipment Drawings**

For projects involving furniture and equipment, the Consultant is responsible for:

#### **•Preliminary Layout Drawings**

The Consultant shall prepare preliminary furniture layout plans to illustrate a conceptual understanding of the function of each room as per RIOC Design Criteria. Layouts for systems furniture shall be prepared with manufacturer's templates only. The plans shall incorporate all loose furniture, systems furniture, built-ins and equipment.

#### **•Anticipating Not-in-Contract (NIC) Items**

RIOC is responsible for specifying and purchasing equipment such as photocopy machines, fax machines and computers. It is the responsibility of the Consultant, however, to verify that all such equipment fits within the designated space, and to provide for electrical and telephone service, and any other physical need for the operation of these items.

#### **•Procurement Procedures**

The Consultant shall meet with the RIOC Project Manager to discuss the procurement process. Considerations include requirement contracts, vendor requirements, specifications, procurement forms and the bidding process

### **17. Design Review Comments Response**

The Consultant is required to respond, in writing (electronic mail is acceptable), to comments from the technical review groups of RIOC. Response should be within two weeks, complete, and shall address the spirit of the comment as well as the specific issues.

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## IV. DESIGN DEVELOPMENT

### A. DESIGN DEVELOPMENT SERVICES

1. Design Development Kick-Off Meeting
2. Plans and other Drawings
3. Design Review
4. Progress Meetings
5. Budget Estimates
6. Cost Estimating
7. Hazardous Materials Survey
8. Multiple Construction Contracts
9. Specification Format
10. Presentation and Acceptance
11. Area Calculations
12. Approvals to Proceed

### B. DESIGN DEVELOPMENT DELIVERABLES

1. Progress Meeting Minutes
2. Design Development Submission
3. Indications
4. Architectural Floor Plans
5. Architectural Reflected Ceiling Plans
6. Architectural Exterior Elevations and Building Sections
7. Detailed Wall Sections
8. Interior Elevations
9. Landscape Architecture Drawings
10. Structural Engineering Drawings
11. Plumbing Engineering Drawings
12. HVAC and Fire Protection Engineering Drawings
13. Electrical Engineering Drawings
14. Elevator Drawings
15. Interior Design Drawings
16. Furniture and Equipment
17. Hazardous Materials Survey Documents
18. Outline Specifications
19. Detailed Cost Estimate
20. Detailed Energy Analysis
21. Renderings
22. Models
23. Material Boards
24. Peer Review
25. Design Review Comments Response

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. DESIGN DEVELOPMENT SERVICES

The Preliminary Design phase consists of two sub-phases; Schematic Design and Design Development. During Design Development the selected scheme is developed in detail to establish the validity and constructability of the Schematic Design. Drawings must be coordinated between disciplines and organized according to multi-prime construction contracts. They must include developed site plans, floor plans, elevations, building and wall sections, material selections and finishes. Outline Specifications and a Cost Estimate shall be included. At the end of Design Development all design decisions are made final. A presentation meeting attended by the Design Review Team, the Department Representative and Subconsultants, if necessary, shall be conducted by the Consultant to resolve any disputes arising from the design review process. Design Development services include:

### 1. Design Development Kick-Off Meeting

A meeting of the Consultant, RIOC Project Manager and Team Leader and other team members, as required, shall be held at the start of Design Development. All project requirements shall be reviewed.

### 2. Plans and other Drawings

During Design Development the Consultant shall prepare the following documents or analysis:

- Key plan
- Site plan, including plantings, pavings, site furnishings and grading
- Foundation type analysis and plan
- Zoning and Building Code analysis
- Floor plans including basement, all occupied floors and roof
- Elevations
- Sections indicating types of structural framing and building materials
- Typical roof and wall sections
- Proposed floor-to-floor heights
- Utility layouts
- Materials selection
- Furnishing selection
- Elevator types
- Mechanical systems and equipment
- Plumbing systems and riser diagrams
- Typical lighting layouts
- Electrical systems and equipment
- Additional documents listed in the Specific Requirements or Task Order

### 3. Design Review

The Consultant shall submit documents for design review by RIOC and the appropriate regulatory agencies.

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### 4. Progress Meetings

The Consultant shall attend, participate and make submittals at progress meetings to be scheduled by the RIOC Project Manager. These meetings shall be recorded by the Consultant in Meeting Minutes.

### 5. Budget Estimates

The Consultant shall monitor costs during Design Development and re-design, if necessary, to stay within the budget.

### 6. Cost Estimating

The requirements are similar to those for the Schematic Design phase and are more fully described in the Design Development deliverables section.

### 7. Hazardous Materials Survey

Consultant shall identify hazardous materials that may be affected by the proposed work and shall prepare a report.

### 8. Multiple Construction Contracts

If required by the Task Order request for quote the Consultant shall prepare separate contracts. Adherence to the Wick's Law requires that the Consultant prepare drawings and specifications for four prime contracts. Exceptions may result and fewer contracts be prepared when there is limited work in one of the prime trades. The drawings and specifications shall typically be organized as follows:

- **Contract No. 1**

- General Construction Work, including site work and elevators.

- **Contract No. 2**

- Plumbing Work, including standpipe system, if required.

- **Contract No. 3**

- Heating, Ventilating, Air Conditioning, and Fire Protection Work, including sprinkler systems, as well as combined standpipe system, if required. The sprinkler system work, which is part of the HVAC/Fire Protection Contract, shall be shown and detailed on drawings separate from all other work within that Contract.

- **Contract No. 4**

- Electrical Work.

- **Other Contracts**

- May include, if necessary, separate packages for such specialties as curtain wall and foundations.

### 9. Specification Format

Strict adherence to the Construction Specification Institute (CSI) format is required. The Consultant shall submit Outline Specifications indicating all elements of construction, including General Construction, Plumbing, HVAC/Fire Protection and Electrical items.

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### 10. Presentation and Acceptance

The Consultant shall make a presentation of Design Development materials to RIOC. Public presentations may be required. The Consultant shall coordinate with the RIOC Project Manager concerning all materials and information to be included in the presentation documents.

### 11. Area Calculations

Area calculations and calculations of building volume shall be prepared in accordance with the RIOC definitions of net and gross area below and be tabulated floor-by-floor for each space. Net square feet, gross square feet, floor-to-floor height and gross cubic feet shall be indicated for each program space and subtotaled for each floor. Building totals shall also be included for each category.

- **Gross Area**

Gross area is measured to the outside of the building walls, in square feet.

- **Net Area**

Net area is the cumulative usable space within the partitions of each programmatic area required for project functions. Not included are access and service spaces, shafts, wall thicknesses and structural elements.

### 12. Approvals to Proceed

The Consultant shall obtain written approval to proceed from RIOC at the end of Design Development before proceeding with Final Design.

## B. DESIGN DEVELOPMENT DELIVERABLES

Deliverables for Design Development shall meet the requirements of the RIOC Design Criteria (Section I) and shall be organized if required in accordance with RIOC requirements for Multiple Construction Contracts. The Consultant shall submit documents for design review by RIOC and all regulatory agencies. Design Development deliverables include the following:

### 1. Progress Meeting Minutes

The Consultant shall prepare Minutes, following the RIOC format, within three working days of Progress Meetings. Criteria for these minutes appear in Section IX under "Meetings." The Consultant shall distribute Minutes to all attendees.

Minutes summarize:

- **Decisions Made**

-And by whom they are made.

- **Open Issues**

-The persons responsible and the schedule for resolution.

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## 2. Design Development Submission

- Letter of Transmittal**

- With signatures of Consultants, includes a description of the building and site with comments and description of significant design features. The letter of transmittal shall explain and reconcile any differences between the scope of work described in the Specific Requirements or Task Order and the submitted design.

- Cover sheets**

- Front and back with continuous binder.

- Title sheet**

- Information and content format may vary from RIOC standard if approved by the RIOC Project Manager.

- Table of Contents**

- With page numbers.

- Prints of all Drawings**

- Outline Specifications**

- Cost Estimate**

- Project Fact Sheet**

- Rendering or Perspective**

- Or photographs of renderings and models, when required by the Specific Requirements or Task Order.

- Drawing Requirements**

- Six copies of the drawings of the scheme, with an additional half-sized set, and six copies of other documents are required unless otherwise noted in the Specific Requirements or Task Order. Full size drawings shall be 24 x 36" unless otherwise approved by RIOC.

## 3. Indications

Indications on each drawing, as relevant, including:

- Title block**

- format shall be as approved by the RIOC Project Manager.

- Scale**

- Shall be 1/4" = 1'-0", unless otherwise approved by the RIOC Project Manager. A

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graphic scale shall be included.

- North Arrow**

- On all plans.

- Key Plan**

- Showing location and orientation.

### 4. Architectural Floor Plans

The design concept must be fully developed. The architectural floor plans shall include:

- Scale**

- Shall be 1/4" = 1'-0", unless otherwise approved by the RIOC Project Manager.

- Net and gross**

- Design area tabulations.

- Dimensions**

- Including room sizes and room areas.

- Building Lines**

- And column indication grids.

- Functional Units**

- As programmed in the Specific Requirements or Task Order, or as approved in the Pre-Preliminary or Schematic Design Phase.

- Material Indications**

- As per conventional graphic standards indicating all new construction.

- Furniture and Equipment**

- If the fixed and movable furniture, fixtures and equipment are not in contract, the Consultant shall nonetheless show the general layout to demonstrate the use and scale of the space as well as the selection, if any, of upholstery color and frame finish.

- Finished Floor Elevations**

- In plans and sections and at every location where the floor elevation changes, such as at the top and bottom of stairs, landings and ramps. Floor elevations shall also be indicated for the floor level in general.

- Fire Ratings**

- Of walls, partitions, ceilings, shafts, roofs and structural elements such as columns and slabs.

### 5. Architectural Reflected Ceiling Plans

Shall include the following information:

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- **Light fixtures**  
-Including all ceiling fixtures and wall sconces.
- **Air Supply and Return Grilles**  
-If required.
- **Sprinkler Heads**  
-If required.
- **Ceiling Heights**  
-Including all differences in ceiling heights.
- **Smoke Detectors**  
-If required.
- **Materials**  
-Of ceiling surfaces.
- **Keying-in**  
-Of building sections.

### 6. Architectural Exterior Elevations and Building Sections

Architectural exterior elevations, building sections, and interior elevations shall include:

- **Exterior Elevations**  
-Of all vertical surfaces exposed to the exterior.
- **Building Sections**  
-Longitudinal and transverse building sections.
- **Scale**  
-Shall be 1/8" = 1'-0", unless otherwise approved by the RIOC Project Manager.
- **Site Features**  
-Such as trees, artwork and adjacent structures.
- **Materials**  
-Noted on the elevations and indicated on the building sections.
- **Finish Floor Elevations**  
-On sections and elevations, coordinated with elevations on plans.
- **Floor-to-Floor Heights**  
-On building sections.

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### •Finished Grades

-On all exterior elevations and building sections, coordinated with the site plan.

### 7. Detailed Wall Sections

Detailed wall sections shall indicate typical wall assemblies, complete in all details.

### 8. Interior Elevations

Interior elevations or perspectives and axonometric illustrations shall include:

#### •Interior Elevations

-Developed, if requested, into one-point perspective sketches, to illustrate how all the elements and surfaces are coordinated, and how the ceiling, floor and walls interface.

#### •Axonometric Illustrations

If requested, axonometric illustrations will detail sections through complicated connections and material intersections.

#### •Materials

-All materials including trim, window treatment, air registers, light switches, textures and colors.

#### •Furniture

-All furniture and equipment in the proper location, size and shape, as per vendor specifications. Add human figures to illustrate proportions and appropriateness of scale. If furniture and equipment items are not-in-contract, show general layout only.

#### •Room Designations

-In all spaces with room names and numbers.

#### •Vertical Dimensions

-Floor elevations and floor-to-ceiling heights.

### 9. Landscape Architecture Drawings

Landscape Architecture drawings and urban design and site development plans, indicating:

#### •Surveys

Submission shall include a current Topographic and Boring Survey based on the approved boring plan generated by the consultant.

#### •Layout Drawing

-Shall describe entire site within the property lines, as well as sidewalks and other access ways outside of the lot lines as established by RIOC. It shall be based on a surveyed point of beginning.

#### •Engineering Scale

-Shall be 1' = 20'-0", unless otherwise approved by the RIOC Project Manager. A

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graphic scale shall be included and a North arrow in plan views.

- **Site Removals**

-And demolition plan identifying materials for recycling. If the project site is within the most current NYSDAM quarantine area for the Asian Longhorn Beetle, any previously-identified host plant species slated for pruning or removal must be marked. In this case, the removals and demolition plan must include a coordinated note that clearly outlines the disposal protocols mandated by the NY State Department of Agriculture Markets (NYSDAM).

- **Exterior Paving**

-Including sidewalks, driveways, yards, curbs and curb cuts.

- **Adjoining Structures**

-Including retaining walls, fences, railings, gates and number of stories.

- **Landscaping**

-Including plantings and street trees. When street trees are set in pavement include pits, rings, guards, ground cover and planting.

- **Grades**

-To show the surface flow characteristics of the site. Show existing and new grade elevations and land contours, at appropriate intervals, at the building and around the site. Elevations shall be given in feet and decimals to the nearest 1/100th. If appropriate, use spot grades at entrances, surrounding property lines, walls, stairs, drain inlets and major changes in site slope.

- **New and Existing Buildings**

- Only indicate number of stories, clearance from building lines, finish floor elevations, building footprint, and overhangs.

- **Encroachments on Site**

-And all easements.

- **Elevations of Adjoining Buildings**

-And foundations.

- **Utilities**

Show all basic surface and subsurface utilities, including drainage, lighting, traffic, electrical, water, irrigation, site utility systems, equipment, fixtures, controllers and subsurface structures.

- **Legend and General Notes**

-As required.

- **Zoning Data**

Including diagrammatic resolution of requirements.

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- Historic District**

- Location within designated historic district, if applicable.

- Planting List**

- A full planting list with Latin botanical names, common names, sizes and root containment types, assets and constraints. This plant schedule must be in compliance with the most current recommendations from NYSDAM and NYCDPR on the use of Asian Longhorn Beetle host species.

- Outline Specifications**

- Of all materials and any specialized processes.

- Details**

- Provide all proposed site-related details, including site-related structures and furnishings, their footings, foundations and reinforcement. Include pertinent drainage structures, pavements, lighting, signage, hardware and other relevant materials, and all dimensions and finishes.

- Catalogue Cuts**

- Provide catalogue cuts of manufactured site products.

- Sections and Elevations**

- Of such key elements as fences, walls, gates, site furnishings, and significant new plantings. These must be coordinated with the appropriate architectural drawings. Buildings shall be represented only with their volumes, windows, doors and no details unnecessary to site design.

- Builders Pavement Plan**

- If required, shall be initiated at this phase.

### 10. Structural Engineering Drawings

Structural drawings indicating the following:

- Design Criteria**

- Including applicable codes, soil bearing values and pile capacities. Requirements may be not covered or more stringent than code.

- Preliminary Structural Design Calculations**

- Material Characteristics**

- Including strength of concrete, grades of steel and piling materials.

- Loading Schedules**

- Including live loads and special loads.

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- Foundation Plan**

- Typical details and footing schedule.

- Adjoining Structures**

- Support of adjoining structures.

- Floor Framing Plans**

- Including first floor, typical floors and roof framing plans.

- Rehabilitation Projects**

- Separate structural framing plan and detail drawings for rehabilitation projects.

- Sections**

- Showing size and connection of structural members.

- Typical Details**

- For slab and spandrels.

- Fireproofing**

- Show method of fireproofing.

- Waterproofing**

- Show extent of waterproofing.

### 11. Plumbing Engineering Drawings

Plumbing drawings indicating the following:

- Outside Services**

- To the building.

- Related Appurtenances**

- Such as catch basins, inlets and manholes.

- Riser Diagrams**

- For the various systems.

- Plumbing Equipment**

- Location of all plumbing equipment including fixtures, tanks, sewage ejectors, sump pumps, meters, backflow preventers, hose bibbs and hydrants.

- Various Systems Used**

- Piping material and related equipment.

- Roof and Site Drainage**

- And all related piping and drains.

- Calculations**

## APPENDIX C - RIOG DESIGN CONSULTANT GUIDE

### 12. HVAC and Fire Protection Engineering Drawings

HVAC/Fire Protection drawings indicating the following:

- **Type, Capacities and Zoning**

- Of all the HVAC, fire protection and other special systems.

- **Location and Layout of Equipment**

- Of all major pieces of equipment and all equipment room layouts. Block equipment layout is acceptable.

- **Riser and Flow Diagrams**

- Preliminary air, water and steam riser diagrams; preliminary flow diagrams for new systems and existing systems being modified.

- **Diagrammatic Plans**

- Single line plans for major ductwork and piping runs, with preliminary sizes indicated.

- **All Ductwork and Vertical Risers**

- Shafts, stacks and chimneys.

- **Calculations**

- Heating and cooling load calculations, summary of loads and a breakdown of individual peak space loads and ventilation loads, a summary of simultaneous peak loads for equipment selection, preliminary hydraulic, pump sizing and water reserve calculations for sprinkler systems.

- **Design Temperatures and Percent Humidity**

- To be maintained in each space

### 13. Electrical Engineering Drawings

Electrical drawings indicating the following:

- **Electric Service Room**

- Plan and elevation of service entrance equipment and other electrical equipment such as panel boards and fused switches.

- **Room Designations**

- In all spaces, using the same names, room numbers and column designations indicated on the architectural drawings.

- **Site Plan**

- Location of electrical service room, telephone service, property lines, manholes, handholes, duct banks for power, telephone, cable television. Coordinate electric service room location and anticipated points of entry.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **•Floor Plans**

-Lighting layouts of typical rooms and spaces; power distribution routing and receptacle layouts of typical rooms and spaces; low voltage systems device layout of typical rooms and spaces, and locations of telephone service room, telephone closets, electrical closets, telephone panels, motor control centers and panel boards.

### **•Single Line Plan and Riser Diagram**

-Diagrammatic plan of electric service and power distribution.

### **•Riser Diagrams**

-Of fire alarm, intercom and security systems.

### **•Foot-Candles**

-Separate foot-candle calculations for all rooms.

### **•Motor**

-And electric equipment locations.

### **•Typical Power Wiring**

-Lighting, wiring and controls.

### **•Pertinent Design Calculations**

### **•Site Lighting**

-And site electrical outlet systems, iso foot-candle curves.

### **•Calculations**

-Lighting, power and equipment summary.

## **14. Elevator Drawings**

### **•Key Plans**

-Indicating all areas of work.

### **•Floor Plan**

-Of elevator machine room showing all elevator control equipment, power equipment, mechanical equipment.

### **•Lobby**

-And machine room plans showing smoke detectors.

### **•Elevator**

-Solid state microprocessor controller.

### **•Riser Diagram**

-Indicating elevator installation, floors covered, elevator travel, and openings.

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

- **Elevations and Sections**

- Of elevator car.

- **Sketches**

- For car controls such as hall buttons.

- **ADA**

- Comply with ADA handicapped accessibility and control requirements.

### 15. Interior Design Drawings

Interior Design drawings indicating the following:

- **Floor Plans**

- Fully dimensioned with component systems and furniture layouts.

- **Vendors' Component Systems Plans**

- Complete component system documents, showing information needed by vendors for ordering and installation.

- **Telephone Layout**

- **Computer Layout**

- **Laboratory Equipment**

- **Kitchen Equipment**

- **Individual Room Plans**

- **Presentation Boards**

- Self-explanatory presentation boards are required at the end of Design Development. Each space needs to have a plan and a color rendered interior elevation, or an interior elevation developed into a one point perspective to show how materials go around corners. These boards shall show all significant materials and finishes. Include catalogue cuts of the light fixtures, grille-work, window treatment, plumbing fixtures and trim, hardware, kick plates, push plates, and all colors, keyed to plans and elevations, with a written explanation of the concept and rationale of the chosen scheme.

- **Presentation Meeting**

- The Consultant shall make a formal presentation to the RIOC Project Manager and TeamLeader at the RIOC offices. Three sets of color photocopies in 11" x 17" format shall accompany the presentation. Interior perspectives are encouraged.

### 16. Furniture and Equipment

Design Development deliverables for Furniture and Equipment include:

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### •Furniture Layouts

The Consultant is responsible for further development of the design, documented in the furniture plans.

### •Resolution of Design Issues

The RIOC Project Manager shall clarify any outstanding issues the Consultant may have in the design, program and budget.

### •Furniture Specification Book

The Consultant is responsible for providing a furniture specifications book, which will be separated into three categories: "Requirements Contract Furniture", "Items for Public Bidding" and "Inventoried Furniture and Equipment to be Re-Used."

### •Illustrations

The specifications book will contain furniture catalogue cuts, specifications, literature and photographs for all items in each category.

### •Furniture Cost Estimate

The Consultant shall provide a preliminary cost estimate for all furniture. The estimate shall identify the vendor, item description, order number, quantity and the costs. The estimate shall also be divided into the same three categories: "Requirements Contract Furniture", "Items for Public Bidding" and "Inventoried Furniture and Equipment to be Re-Used."

## 17. Hazardous Materials Survey Documents

The Consultant shall provide an environmental survey and report with the following information:

### •Accessible Hazards:

A preliminary survey of the project site must note existing environmental conditions and properly define the limits of accessible suspect hazards that may be disturbed, altered, demolished or affected by the proposed work. Such environmental hazards may include, but are not limited to, asbestos building materials, lead-containing paints, PCBs from electrical transformers, underground storage tanks and similar conditions.

### •Inaccessible Hazards

-Identification and location of any inaccessible suspect hazards and arranging for exploratory probes, physical penetrations, sample collection and analytical tests to determine whether suspect hazards are present within the boundaries of the scope of work.

### •Assessment

-A comprehensive environmental survey and hazard assessment, with a subsequent formal report, to determine the presence and location of hazards in materials and/or environmental conditions. The survey report will document the materials and conditions found and expected to be impacted by the scope of

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

construction. The report shall, minimally, include the following information:

- Services**

- A brief discussion of the services provided.

- Inventory**

- An inventory of environmental hazards including, but not limited to, asbestos, lead, soil contamination, PCBs, mold and biological hazards and/or similar environmental concerns.

- Assessment with Costs**

- A written assessment of all hazards including cost of abatement or remedial work.

- Drawings**

- Sketches showing the approximate locations where samples were collected.

- Amounts**

- An estimate of the quantities and conditions of the hazards identified in the survey.

- Summary**

- A summary of all samples, analyses, chain of custody and laboratory certifications.

- Diagrams**

- Photographs, sketches, drawings, etc as necessary to document the condition.

### **18. Outline Specifications**

Outline Specifications shall provide a written description of the materials and systems proposed for the project, in narrative format, to further explain the design intent. The Outline Specification at the Design Development phase shall be a comprehensive materials and systems description in agreement with the Preliminary Design drawings. Outline format is required.

Specifications shall incorporate requirements for construction and demolition waste management, high recycled content and low toxicity materials. Commissioning specifications shall be included where agent is used.

- Coordination**

- Outline Specifications shall be coordinated with the drawings.

- Format**

- Outline Specifications shall be divided into CSI Format divisions and sections, with the exception of Division 15, which shall have a suffix added to differentiate between Plumbing Work and Heating, Ventilating and Air Conditioning Work. Affix a "P" to all Plumbing sections, and a "H" to all Heating, Ventilating and Air Conditioning sections.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **•Identification of Outline Specification**

Outline Specifications shall be given a name and number for each trade and material.

### **•Listing in the Table of Contents**

Outline Specifications shall be listed in a Table of Contents, organized by Contract, with each division and its related sections listed with page numbers. The latest revision date shall appear as a footer on each page.

### **•Reference Standards**

Reference standards and quality assurance provisions are not required at this stage, but shall be required in the final Technical Specifications.

### **•Draft Final Specifications**

Submittal of a draft of the Final Technical Specifications is not the intent of the Outline Specification requirement. A concise outline format is required.

## **19. Detailed Cost Estimate**

The detailed cost estimate at the conclusion of Design Development conforms to standards described in Section III and also includes:

### **•List of Project Parameters**

### **•Reconciliation**

-Cost differences between Schematic Design and Design Development.

### **•Break-Out and Itemize Project Elements**

For each specification section, break out and itemize project elements in detail, by CSI code of account numbers, for example:

CSI 4221.25 Concrete Masonry Units - 4", 8" & 12" units and special shapes  
CSI 5110.10 Structural Steel - w10x12

CSI 16120.10 Electrical Wiring - THHN #8, THHN #12

## **20. Detailed Energy Analysis**

This analysis shall show compliance with the New York State Energy Conservation Code.

## **21. Renderings**

The Consultant shall submit, if required by the Specific Requirements or Task Order, perspective renderings suitable for photographic reproduction and other presentation materials based on the developed design. These renderings and other presentation materials shall belong to RIOC and shall be used at public meetings, for internal publication and on the RIOC website without additional permission or release from the Consultant. Publication in journals or periodicals may require formal release of rights on the part of the Consultant, permission for which shall be secured in advance by the supplied signed release form.

### **•Identification**

Renderings shall be titled with the name of the project, and RIOC.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **•Format**

Renderings shall be matted and framed, using a 1-1/4" wide simple molded birch or metal frame of appropriate strength, glazed with non-reflective glass and wired for ease of hanging.

### **•Photographs**

Renderings shall be accompanied by four-color photographs measuring 8" x 10" of each image, suitable for reproduction. Digital files are also required and may be transmitted electronically.

### **•Release Form**

A signed release form shall accompany all renderings and photographs.

## **22. Models**

A presentation model if required by the Specific Requirements or Task Order, shall have:

### **•Complete**

Models shall be complete in scope, detail and color selection.

### **•Cover**

A clear plastic dust cover shall be provided and firmly attached.

### **•Base**

Models shall be accompanied by painted white wooden bases four feet high.

### **•Identification**

Models shall be titled with the names of the project, the Consultant and RIOC.

### **•Delivery**

Models and bases shall be delivered to RIOC.

## **23. Material Boards**

### **•Exterior Materials**

Boards shall clearly show the relation of all new and existing exterior materials and finishes.

### **•Interior Materials**

Boards shall clearly show the relation of all new and existing interior materials and finishes.

## **24. Design Review Comments Response**

The Consultant is required to respond, in writing (electronic mail is acceptable), to comments from the technical review groups of RIOC. Response should be within two weeks, complete, and shall address the spirit of the comment as well as the specific issues.

## V. FINAL DESIGN DEVELOPMENT

### A. FINAL DESIGN SERVICES

1. Final Design Kick-Off Meeting
2. Existing Conditions
3. Construction Documents
4. Hazardous Materials Construction Documents
5. Approvals Required
6. Preparation of Separate Contracts
7. Coordination
8. High Performance Pilot Projects
9. Proprietary Items and Systems
10. List of Shop Drawings
11. Pre-Construction Strategy Site Meeting
12. Final Design Procedures
13. Constructability Review
14. Acceptance

### B. 75% FINAL DESIGN DELIVERABLES

1. Progress Meeting Minutes
2. Regulatory Approvals
3. Drawings and Specifications
4. Architectural Design Documents
5. Landscape Architecture Design Documents
6. Structural Design Documents
7. Plumbing Design Documents
8. HVAC and Fire Protection Design Documents
9. Electrical Design Documents
10. Elevator Design Documents
11. Furniture and Equipment
12. Hazardous Materials Bid Documents

### C. 100% FINAL DESIGN DELIVERABLES

1. Progress Meeting Minutes
2. Summary of Deliverables
3. Drawings
4. Bid Booklet and Addendum to the General Conditions
5. Multi-Contract and Single-Contract Addenda to the General Conditions
6. Final Specifications
7. Material and Color Boards
8. Final Cost Estimate
9. Unit Price Allowance Work Order
10. Long Lead Time Items
11. Final Energy Analysis
12. High Performance Pilot Projects
13. Review Comments Response

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. FINAL DESIGN SERVICES

Final construction documents, including drawings and specifications, are prepared during this phase. For regulatory approval and public bidding, construction documents have to be completely coordinated, checked and cross-checked. Keeping Construction Change Orders to a minimum is a primary responsibility of the Consultant. A detailed final Cost Estimate is required. Comprehensiveness and constructability are key to the Consultant's successful completion of Final Design and RIOC acceptance for construction. Final Design services include:

### 1. Final Design Kick-Off Meeting

A Final Design Kick-off meeting of the Consultant, RIOC Project Manager and Team Leader and other required team members shall be held at the start of Final Design. All project requirements shall be reviewed, including:

- **Project Schedule**

- Review the updated project schedule.

- **Project Decisions**

- Review all significant project decisions.

- **Review Resolutions of the Preliminary Design**

- Assure that all parties clearly understand the resolution of issues as indicated by the approved Preliminary Design documents, so that Final Design may proceed.

### 2. Existing Conditions

The Consultant shall review and verify the existing conditions.

### 3. Construction Documents

The Construction Documents shall include:

- **Drawings and Specifications**

- The drawings and specifications shall contain all pertinent information necessary to fulfill the stipulations of the Specific Requirements or Task Order. They shall be prepared with construction details completely shown and dimensions given. Specifications shall be completely stated so as to enable prospective bidders to make accurate and reliable estimates of the quantities, quality, and character of the labor and materials required to complete the project and to install project equipment in a first class manner. When preparing specifications, list a minimum of three manufacturers, and include "or approved equal." The Consultant shall write performance specifications describing the salient characteristics of the product for each item specified. All pre-qualification requirements for the Contractor, Subcontractor and manufacturer will need to be approved by RIOC prior to the final submission. The Consultant shall suggest to the RIOC Project Manager all areas where prequalification requirements are advisable for the project.

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### •Fixed in Place Equipment

The equipment called for in the Contract Documents shall include fixtures or appliances that will become a fixed part of the project and are essential to render the project fit for the use intended.

### •Movable Equipment and Furniture

The Consultant shall plan and provide for adequate and proper space for movable equipment and furniture, as called for in the Specific Requirements or Task Order.

### •Cost Estimate

A detailed cost estimate for each prime Contract is required in CSI format. Requirements are the same as for the Design Development Cost Estimate, except that there shall be no design contingency indicated in the Final Estimate. The Consultant shall inform the RIOC Project Manager, in writing, of any adjustments to the last approved estimate of the total construction cost of the project. The Consultant shall modify the design to comply with budget limitations.

### •Tabulations of Gross and Net Area

Gross area is defined as the area of all floors, measured to the outside of the building walls, in square feet. Net area is the cumulative usable space within the partitions of each programmatic area required for project functions. Not included are access and service spaces, shafts, wall thickness and structural elements.

### •Construction Schedule

When the project has arrived at 75% final design the schedule shall be submitted to RIOC for approval.

### •Proposal for Bids

The Consultant shall prepare all forms and data necessary for the preparation of a proposal for bids, or a construction Requirement Contract task order, in a manner satisfactory to RIOC.

## 4. Hazardous Materials Construction Documents

The Consultant shall prepare hazardous materials construction documents including plans and specifications, procedures and protocols, phasing plans, regulatory filings and a cost estimate.

## 5. Approvals Required

All final drawings submitted to RIOC for final acceptance shall bear the stamps of approval and be accompanied by all necessary applications, certificates, or permits of all utilities and New York City, New York State and Federal Agencies having jurisdiction over any phase of the work, including the NYC Department of Buildings. Where approvals have been received and changes were subsequently made affecting the work covered by the approvals, the Consultant shall resubmit and receive approval for the revised work.

## APPENDIX C - RIOG DESIGN CONSULTANT GUIDE

### 6. Preparation of Separate Contracts

- **Final Determination of Separate Contracts**

A final determination of separate contracts appropriate for the project shall be made byRIOG prior to the start of Final Design.

- **Separate Drawings and Specifications**

If required, the Consultant shall prepare separate drawings and specifications to permit the award of separate contracts for General Construction, Plumbing, HVAC/Fire Protection and Electrical work.

- **Additional Separate Contract Documents**

Additional separate Contract Documents may be required when necessitated by the particular requirements and staging of the project for demolition, elevators, escalators, equipment, excavation, foundation work and other special items of work.

- **Sprinkler System Work**

The sprinkler system work, which is part of the HVAC/Fire Protection Contract, shall be shown and detailed on drawings separate from all other work within that Contract.

- **Coordination**

All Contract Documents shall be properly coordinated so as to preclude changes, adjustments or extra work orders during construction.

- **Fast-Track or Design/Build Projects**

Fast track, CM/Build or Design/Build projects may require the preparation of multiple separate bid packages. Coordination of documents remains the highest priority.

### 7. Coordination

- **Coordination of Architectural and Engineering Disciplines**

It shall be the responsibility of the Consultant to coordinate the design of the architectural, structural, plumbing, furniture, equipment, HVAC/Fire protection and electrical work, so that interference between the trades can be avoided.

- **Composite Sections**

The Consultant shall prepare composite sections, drawn to scale, showing the work of all trades in equipment rooms, corridors and all other areas involving the work of more than one trade. These sections shall indicate whether equipment is to be hung from above or supported from below. Composite drawings shall be included as part of the Contract Documents for each trade in addition to the regular drawings with their own details and sections. The work of each trade and in each Contract shall be clearly labeled to avoid confusion during the bid and construction processes.

- **Interference Caused by Inadequate Design or Coordination**

Any interference between trades caused by inadequate design or coordination of the

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

Contract Documents will be the responsibility of the Consultant. The Consultant will be required to prepare, at no extra cost to RIOC, addenda or supplemental drawings necessary to resolve any conflict found prior to or during the bid period or during construction. The means for resolving the conflict(s) shall be approved by RIOC.

### **9. Proprietary Items and Systems**

Contract Documents shall contain no proprietary systems or products without written approval from RIOC. When written approval is issued the selected manufacturer shall issue an affidavit, stating the unit price cost of the single-source item, and the period of time that the unit price will hold. The affidavit shall be included in the specifications at the discretion of the RIOC Project Manager. All submissions and justifications are to be prepared by the Consultant. The use of proprietary items is strongly discouraged and will only be approved by RIOC under exceptional circumstances.

### **10. List of Shop Drawings**

Contract Documents shall contain a list of all shop drawings, identified by the Consultant, for each Contract pertinent to the project. The shop drawing log shall also list all required samples, data sheets and catalogue cuts. These lists of shop drawings shall be incorporated into the Consultant-prepared Addendum to the RIOC boilerplate General Conditions in the contract specifications. Identifying information shall include specification reference number, verbal description of the shop drawings and listing of appropriate contracts with which they must be coordinated. The Consultant shall also submit these lists on the Shop Drawing Log for presentation to the Contractor at the Construction Kick-Off Meeting.

### **11. Pre-Construction Strategy Site Meeting**

This meeting occurs at 75% Final Design. In conjunction with the 75% submission of Final Design drawings, a Construction Strategy Meeting shall be scheduled by the RIOC Project Manager and conducted at the site.

#### **•Site Conditions**

The Construction Strategy Meeting takes place on site so as to insure that the Contract Documents to be issued for bids thoroughly and accurately reflect all site conditions.

#### **•Progress Items**

Issues to be addressed at the Construction Strategy Meeting include progress made on regulatory approvals, resolution of previous design issues, construction planning and phasing, and Consultant recommendations on areas where Contractor Special Experience Requirements should be requested.

#### **•Attendees**

Attendees include the Consultant, appropriate Subconsultants, RIOC Department representative, RIOC Project Manager, RIOC Team Leader, members of the Subconsultant constructability review team.

#### **•Final Site Visit**

When the 75% Final Design site visit occurs earlier than ninety days prior to the submittal of the Final Design drawings and specifications for bidding, the RIOC

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

Project Manager may elect to have a final site visit approximately thirty days before the Bid Documents are due.

### **•Additional Items to Verify**

Additional items to verify during the Construction Strategy Meeting and at the final site visit include:

- Tenants on-site
- Conditions that would affect construction of the project
- Ongoing operational and service requirements, if the site is occupied
- Locations for storage of materials, field offices and other support functions
- Conditions involving demolition or deterioration of existing elements
- Existing utility services
- Work requirements needed for the operation of existing building functions
- Phasing and access to the facility

## **12. Final Design Procedures**

Final Design responsibilities include:

### **•Submittals and Reviews**

The Consultant is responsible for submittals and reviews, which shall be based on Contract service time and Consultant's approved schedule.

### **•Approvals from Utilities and Regulatory Agencies**

The Consultant shall make submittals to and obtain approvals from all appropriate utilities and regulatory agencies.

### **•Resolution of Questions**

The Consultant shall work closely with RIOC to resolve questions as they arise throughout preparation of the Final Documents.

### **•Attendance at Project Meetings**

The Consultant shall attend, participate and make submittals at progress meetings to be scheduled by the RIOC Project Manager. These meetings shall be recorded by the Consultant in Meeting Minutes. Criteria for Minutes are reviewed in Section IX under "Meetings."

### **•Review Project Status Report**

The Consultant shall attend a meeting called by the RIOC Project Manager at completion of 75% of Final Design to review the Consultant's Project Status Report. This report shall include the status of all agency submittals and approvals.

## **13. Constructability Review**

If required by RIOC, a constructability review of the Final Design documents for all projects with an estimated construction cost of more than \$250,000 is to be performed by a Construction Manager engaged by the Design Consultant. This review will help achieve a design that uses appropriate construction materials and systems. It will facilitate the production of contract documents, including technical specifications, that are clear, coordinated and complete.

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### •Design Review

The Construction Manager is brought in at 75% Final Design to become familiar with the project, will attend the Pre-Construction Strategy Meeting, and reviews the 100% final plans, specifications, bid booklet, and the Addendum to the General Conditions. The Construction Manager also reviews the Consultant's final estimate. As part of its review, the Construction Manager shall recommend directly to the RIOC Project Manager changes in the work that it considers necessary or desirable. The Construction Manager's review comments will be given to both the RIOC Project Manager and the Consultant; the Consultant shall revise the documents to reflect the comments or explain in writing why a revision should not be done.

### •Construction Schedule

The Construction Manager shall assist the Consultant in determining durations and sequences in the construction schedule, in consultation with the RIOC Project Manager.

## 14. Acceptance

Documents shall not be considered approved until RIOC has notified the Consultant in writing.

## B. 75% FINAL DESIGN DELIVERABLES

### 1. Progress Meeting Minutes

The Consultant shall prepare Minutes within three working days of Progress Meetings. The Consultant shall distribute Minutes to all attendees.

Minutes summarize:

- Decisions Made** – and by whom they are made
- Open Issues** – the persons responsible and the schedule for resolution

### 2. Regulatory Approvals

At this stage of the project all submissions to utility companies and regulatory agencies should be completed. The Consultant shall submit a status report on all required submittals to the RIOC Project Manager showing actual submittal dates, approvals received and any unresolved issues.

### 3. Drawings and Specifications

All required submissions including Architectural, Landscaping and the Engineering disciplines shall show a minimum of seventy-five percent completion and shall meet the following requirements:

#### •Architectural and Engineering Drawings

-Shall clearly indicate separation of contract work among the various prime contracts. Drawings shall use appropriate drafting scales and include symbols, legends and abbreviations.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **•Drawing and Specification Submission Requirements**

Six copies of the drawings of the scheme, with an additional half-sized set, and six copies of other documents are required unless otherwise noted in the Specific Requirements or Task Order. Full size drawings shall be 24 x 36" unless otherwise approved by RIOC.

### **4. Architectural Design Documents**

The Architectural Design documents, including Interior Design, shall include:

#### **•All Floor Plans**

-Showing all major partitions, columns and door swings.

#### **•Building Sections and Elevation**

-With materials shown.

#### **•Locations for all Sections and Details**

-Showing all building conditions.

#### **•Typical Reflected Ceiling Plans**

#### **•Door and Finish Schedules**

#### **•Elevator Shafts -Layouts and details.**

#### **•Furniture Layouts**

### **5. Landscape Architecture Design Documents**

The Landscape Architecture documents shall include:

#### **• Site Plan**

-With major grade elevations, land contours, materials and dimensioned locations of primary site features.

#### **• Builders Pavement Plan**

#### **•Planting Plan**

#### **• Site Materials Plan**

#### **• Details**

-Of key site design elements.

#### **• Site Demolition**

-And removals plan.

#### **• Site Grading**

-And storm drainage plan.

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- **Site lighting**

- And site electrical plan.

- **Site Irrigation Plan**

### 6. Structural Design Documents

The Structural Design documents shall include:

- **Type and Strength**

- Of all structural materials.

- **Design Soil Bearing Value**

- And pile type and capacity.

- **Sizes, Locations and Details of Major Structural Elements**

- And their connections, including equipment supports and site structures.

- **Bottom Elevations of all Footings**

- Estimated pile lengths and underpinning requirements.

- **Location and Details of all Construction Joints**

- Control and expansion joints.

- **Waterproofing Details**

- **Design Live Load**

- And column load schedules.

- **Required Construction Procedures**

- **Special Shoring or Bracing Requirements**

- **Calculations**

- Shaft, footing, structural calculations.

### 7. Plumbing Design Documents

The Plumbing Design documents shall include:

- **Sewers**

- Location of storm and sanitary sewers, connection to existing sewers, pertinent inverts, size and location of water services, domestic and fire and the location of gas service, indicated on the Site Plan.

- **Plans**

- Showing the location and size of all roof drains, standard or interior piping for storm, sanitary, cold water, hot water, circulating, gas, and or fire standpipe.

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- **Grade Elevation Location**

- And grade elevation of catch basins, manholes and drains.

- **Size and capacity**

- Of oil separators, hot water storage tanks, sump pumps, sewage ejectors and housepumps.

- **Riser Diagrams**

- For all systems.

- **Gasoline and Diesel Systems**

- Complete information on a single drawing, including details and notes.

### 8. HVAC and Fire Protection Design Documents

The HVAC/Fire Protection Design documents shall include:

- **Floor Plans**

- The major components of all systems, including room-by-room duct distribution, diffuser and register locations, branch sprinkler piping and head locations.

- **Equipment Schedules**

- The Consultant shall submit equipment schedules with basic equipment design parameters completed so as to show type, capacity and zoning of systems. All HVAC/fireprotection and other special systems shall be indicated.

- **Flow Diagrams**

- Provide complete schematic flow diagrams for all systems, both new and existing to be modified. These include air, steam, chilled water, condenser water, hot water, fire protection and fuel oil.

- **Steam and all Water Systems**

- The Consultant shall provide a complete diagram of the steam and water systems, showing all necessary equipment and valves.

- **Schematic Flow Diagrams**

- For all air handling, air conditioning and exhaust air systems. The Consultant shall show all automatic controls, dampers, temperature sensors, control valves, return/relief air routing and maximum and minimum air quantities for supply, return and relief air.

- **Riser Diagrams**

- Provide riser diagrams including air, water and steam risers for all new systems and all existing systems which are being modified.

- **Detailed Sequence of Operations and Control Systems**

- Specifications and schedules shall include a specific operating and control

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

sequence, and all required interlocking for each system.

- **Mechanical Room Layouts**

-Showing duct shaft layouts and pipe routing.

- **Scale for Mechanical Equipment Room Plan**

-Is to be 1/4" = 1'-0" or larger.

- **Mechanical Equipment Room Section Scale**

-Is to be 3/8" = 1'-0" or larger.

- **Piping and Valves**

-3" diameter and larger in mechanical equipment rooms are to be indicated with doubleline drawings.

- **Composite Sections**

A minimum of two composite sections for each mechanical equipment room are to be provided.

- **Sufficient Sections**

If the mechanical equipment room contains multiple pieces of equipment, sufficient sections shall be developed to show the elevations of all equipment, piping, ductwork and structural supports.

- **New and Existing Equipment**

For equipment rooms, corridors and all other areas involving the work of more than one trade, provide composite sections showing all new and existing equipment and conditions.

- **Required Access Space for Mechanical Equipment**

The Consultant shall clearly indicate on the drawings the manufacturer's required access space or tube-pull space for all mechanical equipment. All equipment components shall have sufficient space for maintenance, repair and replacement for fans, coils, electric motors, filters, pumps, dampers, valves and controls.

- **Identification**

All air-handling units shall have clearly identified all coils, filters, access locations and mixing plenum. The location and weight of all equipment shall be indicated. Show openings, penetrations and support.

- **Changes**

RIOC reserves the right to direct the Consultant, at no charge to the City, to make changes in equipment size, location, capacity or performance for all portions of the Consultant's design which were not adequately represented or previously approved by RIOC during Preliminary submissions.

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### 9. Electrical Design Documents

The Electrical Design documents shall include:

- **Identify all Spaces**

- Using the same names, room numbers, and column designations indicated on the architectural drawings.

- **Plans**

- All projects shall have electrical plans separated into demolition plans, lighting plans, power plans and low voltage system plans (including those for fire alarm, telecommunication, and sound systems).

- **Location of all Devices**

- Devices, lighting fixtures, panels, motors, and electrical equipment shall be indicated on plans.

- **Service Entrance Equipment**

- Plans and elevations of all service entrance equipment and panel boards to scale in the electric service room. Submit detailed load summary.

- **All Branch Circuiting**

- And indicate separate circuits for lighting and receptacles. Common neutral may be used for lighting circuits only.

- **Riser Diagram**

- Or single line diagrams for all systems such as fire alarm, sound and security.

- **Control Wiring Diagrams**

- Where necessary.

- **Detailed Panel Schedules**

- And provide twenty-five percent spare capacity for the circuit breakers and feeder.

- **Details**

- shall include circuit destination load in volt-amperes, overcurrent setting, load summary, connected, spare and demand load.

- **Lighting Fixture Details**

- With detailed method of support.

- **Single Line Diagram and Riser Diagram**

- For electric service and power distribution system.

- **Short Circuit Calculations**

- And voltage drop calculations for all affected points in the distribution system. Indicate short circuit values on appropriate points of the single line diagram.

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### **•Selective Coordination**

-Between the service switch or circuit breaker and the switch and the switchboards, and downstream of the switchboard.

### **•Design and Specify for Short Circuit**

Equipment and devices shall withstand the maximum short circuit current available from the utility.

### **•Specification of all Systems**

Specify all electrical equipment and material, including lighting fixtures in completed detail. All systems in the Contract are to be fully described.

### **•Emergency Power**

Provide complete emergency power system consisting of emergency generator and/or uninterruptible power system.

### **•Motor and Equipment Schedule**

Complete the motor and equipment schedule in the General Conditions.

### **•Seismic Design**

The electrical design shall meet the latest Uniform Building Code provisions for resisting earthquakes. Specify or show details for anchoring and supporting all electrical equipment.

## **10. Elevator Design Documents**

For projects that include elevators, the Consultant is responsible for:

### **•Floor Plans**

-Of all equipment such as controllers, main disconnect switches, motor generator sets, intercommunication equipment, ventilation and air conditioning equipment.

### **•Riser Diagrams**

-Indicating elevator installation, floors covered, total travel of elevators, buffer and door openings.

### **•Car Details**

-Internal finishes, construction of car, emergency exits, lighting including emergency lighting, handrail, exhaust fan, flooring and all accessory equipment.

### **•Detail Drawings**

-For hall buttons, lanterns, and car operating panel.

### **•Fireman's Recall**

### **•Calculations**

-Shaft, footing, structural calculations.

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### 11. Furniture and Equipment

For projects involving furniture and equipment, the Consultant is responsible for:

- Plans**

The Consultant shall provide complete furniture plans, which shall be dimensioned, labeled and keyed. Include all space system furniture, loose furniture and built-in furniture and equipment.

- Points of Entry**

The Consultant shall develop furniture plans which illustrate points of entry for electrical outlets, telephone jacks and computer locations for furniture systems.

- Dimensions and Room Numbers**

Drawings for loose furniture and systems furniture shall indicate dimensions and room numbers and shall contain a furniture legend and keys to identify all items shown on the plans.

- Vendor Requirements**

Systems furniture plans must meet with the vendor requirements as to format, key and installation guidelines.

- Systems Furniture**

Installation plans, as required by the vendor, consist of the complete set of component, panel and electrical drawings.

- Coordination**

Coordinate location with electrical receptacles and data outlets.

- Furniture Specifications Book**

The Consultant shall provide the completed furniture specifications book, with keys to cross reference individual items with the plans, prepared in two sections: Requirement Contract Purchase Items and Bid Items.

- Color and Sample Boards**

The Consultant shall provide three distinct color schemes and prepare a complete set of color boards of the selected solution, showing furniture finishes and fabric selections complete with labeling and room locations. Boards shall be presented in conjunction with the building interior colors and materials boards. After approval, the Consultant shall provide three sets of the final furniture finish and color boards.

- Cost Estimate**

The Consultant shall provide an updated final furniture and equipment budget, including required contingencies.

- Loose Furniture**

The Consultant shall provide installation plans for loose furniture and equipment and space system furniture. Space system furniture plans shall meet the vendor

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requirements, which generally include fully dimensioned and labeled panel layouts, component layouts, and electrical layouts, including wall and floor entries and telephone and computer locations.

### •Space Components Panel and Electrical Layouts

-Necessary to form a complete set of documents for the purchase and installation of a fully functioning system, shall illustrate items locations, item sizes and hardware and finish schedules.

### •Electrical and Communication Connections

-Shall be coordinated with the building drawings.

## 12. Hazardous Materials Bid Documents

Consultant shall be responsible for:

### • Environmental Specifications

Provide plans, drawings and written design specifications to perform any remedial/abatement work and provide for temporary re-insulation, weather protection, prevention of soil erosion, spill prevention, etc that may be indicated. These documents must be in a format suitable for bidding and included with the final bid documents prepared by the Consultant for the overall project.

### •Standard Operating Procedures

The Consultant shall provide within the specification the following procedures and protocols in compliance with NYC DEP and NYS Department of Labor standards, as necessary for the scope of the environmental work:

- Special experience requirements for environmental abatement/remediation
- Emergency precautions and notifications
- Quality assurance standards
- Air monitoring and/or bulk sampling requirements
- Removal/remediation procedures
- Decontamination procedures
- Critical barriers and engineering controls
- Waste handling and disposal
- Reinstallation or replacement with non-hazardous materials
- Identification of products

The Consultant shall identify any and all products necessary for completion of the hazardous materials abatement, with performance specifications for those products, including, but not limited to, material handling devices, replacement materials, specialized tools and equipment, cleaning materials, worker protection (respiratory protection and protective clothing), waste disposal materials, decontamination facilities, barriers and air moving equipment.

### •Cost Estimates

The Consultant will be required to submit detailed cost estimates, construction phasing plans, CPM charts and regulatory filings. These filings may include NYC DEP ACP 5, proforma ACP 7 (filed with the NYC Department of Buildings) and applicable

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variances, NYS DOL variances, NYS DEC notifications and work plans and any federal EPA / OSHA / DOT filings or notifications that may be required due to the nature of the hazards within the scope of work.

### 13. Bid Form, and Technical Specifications

- **Bid Form**

A blank template version of a contract specific bid form is to be developed and include amounts for labor, material, general conditions, or overhead and profit. The form design must enhance the bid review process.

- **Technical Specifications**

Prepare in conformance with the requirements for the 100% design phase.

- **Format**

Specifications shall be as complete as possible.

- **Coordination**

All specified Non-Proprietary Items require proper identification of “or equal” requirements including at least three product and manufacturer alternatives. All Special Experience Requirements and all Guaranty and Warranty Periods indicated in the Technical Specifications must exactly correspond to the data entered into the Addendum to the General Conditions.

- **Proofread**

At 75% Final Design, the Consultant shall proofread the entire specifications prior to submission for review. The use of proper reference to RIOC and elimination of any and all references to “the Authority,” “the Corporation,” “the Client,” “the State” and other incorrect usage is required.

## C. 100% FINAL DESIGN DELIVERABLES

### 1. Progress Meeting Minutes

The Consultant shall prepare Minutes within three working days of Progress Meetings. The Consultant shall distribute Minutes to all attendees. Minutes summarize:

- **Decisions Made** – and by whom they are made.
- **Open Issues** – the persons responsible and the schedule for resolution.

### 2. Summary of Deliverables

After approval of the Final Design Drawings, Technical Specifications and the Addendum to the General Conditions, the Consultant shall deliver the following RIOC. Copies of disks, Final Cost Estimate and final indexed set of structural design calculations shall be submitted for permanent RIOC records with the bid document submissions.

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### **•Sets of the Final Design Drawings and Specifications:**

#### **•Drawing Format**

Six copies of the drawings of the scheme, with an additional half-sized set, and six copies of other documents are required unless otherwise noted in the Specific Requirements or Task Order. Full size drawings shall be 24 x 36" unless otherwise approved by RIOC. CAD and pdf file diskettes are also required.

#### **•Conformity with Comments**

Drawings shall fully conform to comments by RIOC.

#### **•Stamp**

Drawings shall bear the required seal and signature of the Consultant and all applicable Subconsultants.

#### **•Approvals**

Drawings shall bear stamps of approval by each regulatory agency, as required.

#### **•Signatures**

Include identification, professional seals and signatures of the Consultant and any Subconsultants on all final drawings.

### **•All Final Specifications**

-Shall be in clear legible form, typed one side only on 8½"x11" white bond paper, unbound, boxed and having no punched holes. Final specifications shall be checked for completeness, properly collated and ready for photocopying. All Final Specifications shall be proofread, revised or corrected, if necessary, prior to submission. Assure proper reference to RIOC.

### **•Estimate and Calculations**

Final Cost Estimate and Final indexed set of structural design calculations if required shall be submitted.

### **•Perspectives and Models**

-Updated, revised or redone perspective renderings and scale models in accordance with the accepted Final Design documents if required.

### **•Materials and Color Board**

-Including material samples and paint color chips. Submission of this sample board shall be made prior to the submission of the 100% Final Design documents for RIOC approval.

### **•Project Fact Sheet**

### **•Bar Graph Construction Schedule**

-Indicating all phasing and RIOC requirements.

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### •Finished Purchase Orders

-For furnishings, if required, which meet the approval of RIOC. Submission of rough purchase orders shall have been made prior to submission of the final design documents for RIOC approval.

### •Individual Room Plans

-With all items of furniture and equipment listed on 8½"x11" sheets.

## 3. Drawings

The drawings shall:

### •Be Complete

-And fully define the work as required under the Contract.

### •Be Coordinated

-With the specifications in accordance with a standard organization such as that described in the Building Design and Construction Documents sections of the AIA Handbook of Professional Practice.

### •Incorporate All Adjustments

-Adhere to all the requirements of the approved Design Development drawings.

### •Include Composite Drawings

-For clarification.

### •Be Drafted Clearly

-So that legible half-size reproductions can be made and have sufficient line density to provide uniform photographic quality. The minimum lettering height of 5/32" and full height spacing shall be used between lines. Uppercase type only is to be used for all lettered material on the drawings.

### •Contain Color Schedules

-Correlated to the materials and color chart.

### •Include Borings

-And other subsurface information and topographical maps, noted "For Reference Only."

### •Contain Graphic and Alphanumeric Scales

-To avoid confusion on reduced sized prints.

## 4. Bid Booklet and Addendum to the General Conditions

### •Standard Versions

The Consultant will have received standard versions of the Bid Booklet, General Conditions, and Addendum to the General Conditions at the Project's Design Kickoff meeting. The Consultant shall prepare the Bid Form for the Bid Booklet and modify the Addendum to the General Conditions as necessary to meet project-specific requirements. These project specific documents must be updated from the 75% Final

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Submission and included with the 100% Final Submission.

### **•Special Experience Requirements**

The Consultant shall prepare, for the approval of the RIOC Project Manager, a written list identifying areas where Contractor Special Experience Requirements are advisable.

### **5. Multi-Contract and Single-Contract Addenda to the General Conditions**

The Consultant shall prepare customized Addenda to the RIOC boiler-plate General Conditions. The requirements for Single Contract Specifications are the same as those for Multiple Contracts except that the list of separate contracts is not required. Items to be inserted by the Consultant include but are not limited to the following:

- Project Name - And description
- List of Separate Contracts
- Project-Specific Deletions and Amendments
- Schedule "A" - Indicating Contract Duration, Liquidated Damages, and Insurance, including coverage on Asbestos and Insured Parties
- Schedule "B" – Guarantees and Warranties corresponding to those in the Technical Specifications
- Schedule "C" – Complete list of Contract Drawings
- Schedule "D" – Indicating Electrical Motor Control Equipment
- Schedule "E" – Indicating Separation of Trades
- Schedule "F" – Shop drawings and materials Samples Schedule

### **6. Final Specifications**

#### **•Format of Specifications**

Technical Specifications shall follow the CSI division and section structure, and shall meet, at minimum, the construction technology standards in the latest version of the CSI Manual of Practice. Specifications shall incorporate required language for low toxicity and high recycled content materials as well as a waste management plan and related construction and demolition waste requirements.

#### **•Coordination of Specifications**

Technical Specifications shall be prepared and coordinated with drawings in accordance with the Building Design and Construction sections of the latest AIA Handbook of Professional Practice.

#### **•Final Submission**

The Consultant shall submit complete technical specifications incorporating revisions necessitated by prior comments.

#### **•Commissioning Specification**

– For HVAC, Plumbing, and Electrical systems in project to be commissioned.

### **7. Material and Color Boards**

The material and color boards shall indicate exterior finishes, interior finishes, all paint colors and all furnishings, with finishes and fabrics shown. After obtaining approval of the RIOC Project Manager on the items listed above, the Consultant shall submit three copies

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to the RIOC Project Manager, for office, field and Contractor. An additional copy shall be retained in the Consultant's own file.

### **8. Final Cost Estimate**

#### **•Changes in Construction Costs**

As the Final Design proceeds, the Consultant shall keep track of the project construction cost, and advise RIOC of any changes. If it appears that the construction cost limit may be exceeded, the Consultant shall review areas where economies can be achieved, and submit recommendations for approval to keep the construction costs within budget. The Consultant may be required to re-design, as directed by the RIOC Project Manager. The cost estimate shall include hazardous materials removals, handling and disposals.

#### **•Design Contingency**

The Final Cost Estimate shall meet all RIOC requirements. At this time the ten percent design contingency is no longer to be part of the estimate. The Final Cost Estimate for all Contracts shall be in the same CSI format as the Design Development Cost Estimate with the exception that design contingency need no longer be included. The estimate shall be done with a computerized estimating program.

#### **•When Costs Exceeds 110% of Final Cost Estimate**

The Consultant shall prepare and submit to RIOC for acceptance, a complete and final estimate of the total construction cost of all work necessary for the complete construction of the project, based upon the final design drawings and Specifications. If the low bids of all qualified and responsible Contractors are in excess of one hundred and ten percent of the Final Cost Estimate, the Consultant will need to bring the total construction cost of the project within the Final Cost Estimate. At no additional cost to the City, the Consultant shall revise all or any part of the project that RIOC, in conjunction with the Consultant, may deem advisable.

#### **•Contractors Bid Breakdown Form**

The Consultant shall prepare and submit a "Contractors Bid Breakdown" form similar to the CSI formatted Final Cost Estimate. This form shall contain the identical specification sections and specified items in strict CSI format. In addition, a blank template version of the Final Estimate is also required. This is not to include amounts for labor, material, general conditions, or overhead and profit. The form shall be labeled "Contractors' Bid Breakdown" on a diskette using RIOC approved spreadsheet format. (See Chapter IX, Section D) A hard copy of the form is also required. Quantity take-offs shall be automatically generated by data derived from the final CAD drawings.

### **9. Unit Price Allowance Work Order**

For components of the project scope for which Contractor unit prices are useful, the Consultant shall prepare and submit a list of suggested items, quantities, unit prices, and specifications for each item. This list is to be based on the RIOC format and submitted to the RIOC Project Manager for acceptance. Unit price allowance work orders during

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construction will diminish change order negotiations. The total unit price allowances for each trade shall not be more than ten percent of the construction costs. The Consultant shall assist RIOC in anticipating the most likely use.

### **10. Long Lead Time Items**

The Consultant shall update and finalize the list of long lead time items required.

### **11. Final Energy Analysis**

This analysis shall show compliance with the New York State Energy Conservation Code.

### **12. High Performance Pilot Projects**

Projects shall conform to the requirements of the High-Performance Plan developed at the outset of the design process.

### **13. Review Comments Response**

The Consultant is required to respond in writing to design and constructability comments received from the technical review groups of RIOC and/or the CM performing the Constructability Review as well as from the Commissioning Agent when the agent is used. Responses should be no more than two weeks from receipt of comments and should address the spirit of the comments as well as the specific issues. Timely compliance with Final Design and Constructability review comments will accelerate the start of the bid process and construction.

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### **VI. BID, AWARD AND REGISTRATION**

#### **A. BID, AWARD AND REGISTRATION SERVICES**

1. Interpret Plans and Specifications
2. Prepare and Issue Amendments and Drawings
3. Assist in the Analysis and Evaluation of Bids
4. Attend Pre-Bid Meetings
5. Attend Pre-Award Meetings

#### **B. BID, AWARD AND REGISTRATION DELIVERABLES**

1. Addenda
2. Filing and Signatures
3. Bid Tabulation Analysis

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. BID, AWARD AND REGISTRATION SERVICES

During the period of advertising, receipt and analysis of bids, the Consultant shall:

### 1. Interpret Plans and Specifications

Interpret plans and specifications when requested by RIOC in response to inquiries by prospective bidders.

### 2. Prepare and Issue Amendments and Drawings

Prepare and issue all necessary addenda, amendments and drawings required for the clarification of plans and specifications. Such documents shall be issued through RIOC.

### 3. Assist in the Analysis and Evaluation of Bids

- Assist in the analysis and evaluation of bids and within three days of the bid opening make written recommendations and reports on the disposition of bids and the award of Contracts.
- Assist in the Review and Evaluation of Special Experience Qualifications
- Assist in the review and evaluation of special experience qualifications of the subcontractors proposed by Contractors.

### 4. Attend Pre-Bid Meetings

Attend pre-bid meetings to answer questions from bidders and to assure that all parties clearly understand the intent of the Contract Documents. As determined by RIOC, pre-bid meetings may be required with the Consultant, the Department representative and the RIOC project team. Pre-bid meetings for complex projects are held at the site to ensure that all bidders become familiar with existing conditions. Agenda items include highlights of the Contract emphasizing any unusual work. If any of the questions posed by the Contractors requires a change to the Contract Documents, the Consultant is responsible for the preparation and issuance of an Addendum.

### 5. Attend Pre-Award Meetings

Attend Pre-Award Meetings to answer questions and to provide additional support and analysis in the understanding of the intent of the Contract Documents. As determined by RIOC, pre-award meetings for all prime contracts are required with the Consultant and members of the RIOC project team. RIOC holds a Pre-Award Meeting for the low bid Contractors under any of the following circumstances:

- If the low bid varies more than fifteen percent from the Final Cost Estimate, or from the other low bidders.
- If the low bidder has never done work for RIOC, New York City or New York State before.
- If RIOC considers the meeting necessary to ascertain whether the Contractor has the necessary experience and resources to properly complete

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the project.

### **B. BID, AWARD AND REGISTRATION DELIVERABLES**

During the period of bid advertising and analysis, the Consultant shall prepare, as necessary, the following:

#### **1. Addenda**

Addenda drawings and specifications shall be produced by the Consultant as required by Contractor questions and requests for information arising during the Pre-Bid Meeting or as otherwise necessary for the clarification of the Bid Set of Contract Documents. The Consultant shall submit all addenda, including drawings and specifications, to the RIOC Project Manager. The RIOC Project Manager will inform the Consultant of all format requirements, including the specific addendum number.

#### **2. Filing and Signatures**

The Consultant, or appropriate subconsultant, shall sign and seal all necessary drawings. Drawings which need to be filed with, or presented to, regulatory agencies, including, but not limited to, the NYC Building Department, shall be prepared and filed by the Consultant. The Consultant shall send regulatory agency approvals to the RIOC Project Manager.

#### **3. Bid Tabulation Analysis**

The Consultant shall attend the Bid Opening and review the Bid Tabulation available at the conclusion of the Bid Opening to assist in discovering any bid anomalies.

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## VII. SERVICES DURING CONSTRUCTION

### A. BASIC SERVICES DURING CONSTRUCTION

1. Summary of Basic Services
2. Monthly Site Visit and Field Inspection Reports
3. Bi-Weekly Job Site Meetings and Minutes
4. Review of Shop Drawings, Samples, Cuts and Mock-Ups
5. Review of Schedules of Items and Costs
6. Recommendation of Subcontractor Qualifications
7. Interpretation of Contract Documents
8. Resolution of Design Errors or Omissions
9. Review of Contractor Coordination Documents
10. Documentation of Consultant Change Orders
11. Assistance with Contractor Change Orders
12. Installation of Furniture and Equipment
13. Participation in Punch List

### B. ADDITIONAL SERVICES DURING CONSTRUCTION

1. Definition
2. Compensation for Additional Services
3. Controlled Inspection Services
4. Plant Tagging and Field Services
5. Resubmittal of Amended Final Drawings

### C. COMPENSATION

1. Adequate Compensation for Subconsultant Services
2. Site Visits and Field Inspection Reports
3. Reimbursable Services for Extended Construction Period
4. Staffing Plan

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## A. BASIC SERVICES DURING CONSTRUCTION

### 1. Summary of Basic Services

The Consultant shall perform basic services as described under the headings listed below at no additional compensation.

- **Monthly Site Visit**

- Monthly site visit and field inspection.

- **Bi-weekly Site Meetings**

- Job meeting attendance and minutes.

- **Review**

- Of shop drawings, samples, cuts and mock ups.

- **Estimates**

- Review and approval of detailed estimates.

- **Subcontractor Qualifications**

- Review and recommendations.

- **Interpretation**

- Of the contract documents and to provide drawing amplifications of building details when the bid documents are unclear.

- **Resolve Design Errors**

- Provide documents to resolve design errors.

- **Coordinate Documents**

- Review of the Contractors' coordination documents and adherence to the construction schedule.

- **Change Orders**

- Identification, review and verification of Contractors' change orders and preparation of Consultant's design change orders.

- **Furniture and Equipment**

- Preparation for and approval of furniture and equipment installation.

- **Punch List**

- Participation in the preparation of a punch list.

### 2. Monthly Site Visit and Field Inspection Reports

The content of the Field Inspection Reports is essential to assuring the quality of the construction work. Detailed observations on current work, field conditions, connections, clearances and Contractor capability will assist the RIOC Project Manager in quality control

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efforts. The Field Inspection Report is the vehicle by which the Consultant is empowered to assure that ongoing construction work is in compliance with the design intent, details and specifications that form the basis of the Contract Documents.

### **•Consultant**

The Consultant shall visit the site monthly for the purpose of preparing a field report. The Consultant shall report in writing all observations on issues of quality of all ongoing inspected work or site conditions.

### **•Subconsultants**

The Subconsultants shall visit the site when work affecting their respective area of responsibility is being performed, and shall report in writing on issues or quality of the inspected work or site conditions.

### **•Content**

The content of the Field Inspection Reports is essential to assuring the quality of the construction work being installed. Detailed observations on current work, field conditions, connections, clearances and Contractor capability will assist the RIOC Project Manager in quality control efforts. The Field Inspection Report is the vehicle by which the Consultant is empowered to assure that ongoing construction work is following the design intent, details and specifications, which form the basis of the Contract Documents.

### **•Experience**

The Field Inspection Reports are to be prepared by members of the Consultant team who are thoroughly familiar with the job and have a minimum of five years of field experience.

### **•Submittal**

The Field Inspection Reports are to be submitted in writing to the RIOC Project Manager within five working days of the site visit. This will enable the RIOC Project Manager to address the issues identified in the reports at the next project site meeting.

### **•Attachment**

The Field Inspection Reports are to be attached to the job site meeting minutes and shall be signed and sealed by the appropriate Registered Architect, Professional Engineer or Registered Landscape Architect.

## **3. Bi-Weekly Job Site Meetings and Minutes**

To facilitate completion of the work according to the standards of quality and the schedule set by the construction documents the Consultant is required to attend all project meetings.

Subconsultants, as deemed necessary by the RIOC Project Manager, are also required to participate in the relevant portions of such meetings. These include the Construction Kick-off (Pre-Construction) Meeting, job-site meetings held every two weeks, and all meetings relating to the design.

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### •Purpose of the Meetings

At the regular job meetings the progress of the work is reviewed and the work coordinated between the various Prime Contractors. Attendees identify and confirm the next scheduled activities of work and eliminate, if possible, potential delays due to deliveries, field conditions, staffing or swing space.

### •Shop Drawing Log

An additional agenda item at the project job site meetings is the review of the Shop Drawing Log, taking appropriate action to ensure that submittals deadlines and review turn-around periods are met.

### •Requests for Information

A primary purpose of Consultant participation at the job site meetings is to be able to obtain or respond to any Requests for Information coming from the Prime Contractors.

### •Prepare and Distribute the Meeting Minutes

On projects without Construction Managers, the Consultant shall attend all bi-weekly job meetings and prepare and distribute the bi-weekly job meeting minutes within five working days of the meeting. Copies shall be distributed to all meeting attendants and others as identified by the RIOC Construction Project Manager. The RIOC Construction Project Manager will prepare the meeting agenda and conduct the job-site meetings.

### •Format of Meeting Minutes

The bi-weekly job site meeting minutes shall be prepared in a format determined by RIOC.

## 4. Review of Shop Drawings, Samples, Cuts and Mock-Ups

### •Promptly Check Shop Drawings

The Consultant shall act promptly and systematically to check all shop drawings, material samples, catalogue cuts and items exhibited in mock-ups.

### •Consultant or Subconsultant

The Consultant or Subconsultant shall determine whether the shop drawings, material samples, products identified in catalogue cuts and items exhibited in mock-ups are in accordance with the Contract Documents and Specifications.

### •Sheeting, Bracing and Underpinning

In addition to checking shop drawings, samples, catalogue cuts and on-site mock-ups, the Consultant or competent Subconsultant shall review all necessary documentation for sheeting, bracing and underpinning.

### •Indicate Necessary Changes

The Consultant or Subconsultant, if required, shall indicate in writing the changes

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necessary to conform to the Contract Documents and Specifications within ten working days of the submittal. Reply by the Consultant shall be to both the submitter and the RIOC Project Manager.

### **•Design Changes**

The Consultant shall make no changes to the design or changes causing additional cost or project duration without prior written approval from RIOC.

### **•Long Lead Time Items**

The Consultant shall prepare a separate list of all items that require early procurement. These long lead time items, which may significantly impact project duration and coordination shall have previously been discussed during project design. Long lead time items shall also be highlighted on the Shop Drawing Log Form.

### **•Shop Drawing Log Form**

The Consultant shall submit the list of required shop drawings, samples and catalogue cuts that have been previously prepared and incorporated into the Specifications on the Shop Drawing Log form. The Shop Drawing Log, in the approved format, shall be presented to the project Contractors at the Construction Kick-off (Pre-Construction) Meeting. Contractors shall be responsible for filling in the item submission dates and the delivery dates for approval by the RIOC Project Manager.

### **•Consultant Shall Receive Copies**

The Consultant shall receive copies of the approved schedules for the submission of shop drawings, samples and catalogue cuts and shall review these lists every two weeks. Updated copies shall be submitted to the RIOC Project Manager.

### **•Indicate the Progress**

The Consultant shall ensure that the updated copies of the approved schedules for shop drawings, samples and catalogue cuts shall include all information necessary to indicate progress on processing submittals for each Contract of the project.

### **•Listed Information on Schedules**

Listed information shall include the names of subcontractors, the titles of shop drawings and the due dates in accordance with the approved schedules. These include dates of issue, receipt, checking, return for correction, resubmission and final acceptance, along with other pertinent information.

## **5. Review of Schedules of Items and Costs**

The Consultant shall promptly examine, recommend adjustments to, or indicate approval of, the schedules of items and costs submitted by the Contractor for each Contract awarded. This will allow RIOC to establish a reasonable basis for subsequent partial payments to Contractors.

## **6. Recommendation of Subcontractor Qualifications**

The Consultant shall review the credentials of the proposed subcontractors for compliance

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with the special experience requirements. If project is within the most current NYSDAM quarantine area for the Asian Longhorn Beetle (ALB), this credential review shall include confirmed documentation that subcontractors have received ALB certification from NYSDAM.

### **7. Interpretation of Contract Documents**

- **Clarification**

The Consultant shall interpret Contract Documents, provide clarifications, and make recommendations, by drawing and in writing, as required by RIOC.

- **Prepare Additional Drawings**

The Consultant shall promptly prepare any additional drawings that may be necessary for clarifying the design drawings prepared under the design contract.

- **Submit Supplementary Drawings**

The Consultant shall submit such supplementary drawings. They shall be done in accordance with RIOC drawing standards.

- **Sealed and Signed**

Supplementary drawings are to be sealed and signed by the Consultant or the Subconsultant, as appropriate.

- **Obtain Required Approvals**

The Consultant shall obtain any approvals for supplementary drawings as necessary from regulatory agencies and utilities.

### **8. Resolution of Design Errors or Omissions**

- **To Resolve any Design Errors or Omissions**

The Consultant, and any Subconsultants as required, shall promptly submit to RIOC any necessary correspondence, supplementary or revised drawings, specifications, negotiated cost estimates and any other documentation or coordination material.

- **Revised Work Documentation**

Upon approval of the required changes in the contract documents by RIOC, the Consultant shall promptly provide to the Contractors all the documentation necessary to execute the work as revised.

### **9. Review of Contractor Coordination Documents**

- **Review and Report**

The Consultant or Subconsultant, as appropriate, shall review the Contractors' coordination documents and promptly report in writing to the RIOC Project Manager on issues relating to meeting the project schedule and achieving the quality of work specified in the Contract Documents.

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### •**Monitor Progress and Report Delays**

The Consultant shall systematically monitor the progress of all construction work scheduled and promptly report to RIOC any conditions that may cause delays in the completion of the work.

## 10. Documentation of Consultant Change Orders

### •**Compensation for Consultant Change Orders**

Payment shall be made for Consultant Change Orders during the construction period resulting from scope changes, administrative changes and field conditions that could not reasonably have been anticipated prior to the time of bids, and which require design modifications. Compensation shall be in accordance with the "Agreement," with the total amount shown on the staffing chart to constitute the maximum payable for the change order work.

### •**Staffing Plan and Cost Proposal**

Within fourteen consecutive calendar days of any change order initiation the Consultant shall prepare a detailed staffing plan and cost proposal. The Consultant shall be fully prepared to negotiate the change order within this two week period.

### •**Staffing Chart**

The staffing chart must show number of technical employee work hours and non-supervisory principal work hours that will be required for each change order. The technical employee work hours shall be broken down as to title, expected work hours and average pay for each title.

### •**Furnish Further Documentation**

Following the change order negotiations, the Consultant shall furnish any and all further documentation requested by the RIOC Project Manager to complete the Change Order package within seven consecutive calendar days.

## 11. Assistance with Contractor Change Orders

### •**Supplemental Documents**

Contractor Change Orders may require additional documents from the Consultant. The Consultant and Subconsultant, as required, shall prepare any necessary supplementary drawings, estimates, and specifications to clarify issues relative to any Contractor Change Order that does not require a Consultant Change Order.

### •**Change Orders Less than \$75,000**

If the Contractor Change Order is equal to or less than \$75,000 based on an initial estimate, the Consultant shall furnish all supplementary drawings, estimates and specifications to RIOC within seven consecutive calendar days from the date of request.

### •**Change Orders Greater than \$75,000**

If the Contractor Change Order is greater than \$75,000 based on an initial estimate, the

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

Consultant shall furnish all such material within fourteen consecutive calendar days from the request date.

### **•Consultant Review and Verification of Contractor Change Orders**

Contractor Change Orders may require review and verification by the Consultant. The Consultant may be requested by RIOC to review the Contractor Change Order descriptions and verify that the proposed Contractor Change Orders were not part of the original scope of work of the Contract. When such requests are made, the Consultant shall review and verify the Contractor Change Orders within two working days from the date of request.

## **12. Installation of Furniture and Equipment**

### **•Furniture and Equipment Staffing Schedule**

The Consultant shall submit a Furniture and Equipment Staffing Schedule at least three months prior to the scheduled completion of construction, consistent with the vendor delivery schedule as approved by the RIOC Project Manager.

### **•Site Visit**

The Consultant shall conduct a site visit to survey the conditions at the site along the full path of the delivery, two weeks prior to the scheduled delivery. The Consultant shall identify problems such as unfinished ceilings, unpainted walls, missing electrical work, inaccessibility of elevators and lack of adequate parking or truck delivery area.

### **•Efficient Furniture Installation**

RIOC must be notified immediately by the Consultant if there are any conditions which will prevent efficient furniture installation.

### **•Room Furniture Layouts**

The Consultant shall provide individual room furniture layouts. These shall be posted, prior to delivery, at each respective room entrance.

### **•Location of all Furniture and Equipment**

The Consultant shall verify that all furniture and equipment is placed in the correct room, and in the proper location as per contract room plans. As items are delivered, the room lay-out plan shall be marked to identify items that have been received and installed.

### **•Purchase Orders for all Furniture and Equipment**

The Consultant shall verify that the furniture and equipment received is in accordance with the written purchase orders, and that any damaged items, unless easily repaired on-site, are rejected and so noted on the delivery slips.

### **•Furniture Punch List**

The Consultant shall maintain a current punch list of furniture and equipment delivered and shall resolve outstanding issues within two weeks of move-in. The final furniture punch list will detail rooms with missing furniture and items needing repair.

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

### •Signed Receiving Reports

The Consultant shall prepare a final package including all signed receiving reports and a letter of certification stating that all items which have been received are consistent with those ordered. This package shall be delivered to RIOC no later than one week after the completion of the installation.

### 13. Participation in Punch List

The Consultant shall, at Substantial Completion, participate in the preparation of the final construction Punch List. The Consultant shall submit a list of items for the Punch List to the RIOC Construction Project Manager within ten working days of the request of such a list. This list of items shall be based on a final site visit and Field Inspection Report, and on any unresolved problems that have been the subject of earlier reports or job site meetings. The construction Punch List will be compiled at a final job site meeting and shall be part of the minutes of that meeting.

## B. ADDITIONAL SERVICES DURING CONSTRUCTION

### 1. Definition

Additional services consist of any design services and project representation above and beyond the services called for under "Basic Construction Related Services." Additional services during the construction period may be defined in the project Specific Requirements or may be requested by the RIOC Project Manager to assure the quality of the work being installed and general adherence to the construction schedule.

### 2. Compensation for Additional Services

Additional services shall be compensated on time card basis. Such services include but are not limited to:

#### •Minor Design Changes

-And related technical or administrative work.

#### •Site Observation

-Full time job site observation.

#### •Construction Schedule

-Reporting on adherence to construction schedule.

#### •Site Visits

-Increased job site visits and Field Inspection Reports.

#### •Site Meetings

-Conducting job site meetings.

#### •Applications for Payment

-Expediting applications for payment by the Contractors.

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### •Materials Delivery

-Expediting materials delivery and designing mock-ups.

### •Shop Visits

- -Making shop visits to review fabrication process and materials.Replies to Contractors
- -Preparing replies to Contractors' letters and complaints.Change Orders
- -Preparing Change Orders on behalf of the Contractors.Monitoring As-Built Drawings
- -Prepared by the Contractors.

### •Substantial Completion Inspection

-Conducting Substantial Completion Inspection and reviewing readiness for Beneficial Occupancy.

### •Information to Defend Claims

-Preparing information to defend claims arising out of construction work.

## 3. Controlled Inspection Services

Controlled Inspections when performed by the Consultant are additional services which include:

### •Retaining the Services of a Professional Engineer and a testing laboratory

-To perform all tests and inspections required by regulatory agencies for items needing Controlled Inspection or certification.

### •Submitting all Controlled Inspection Reports

-Submitting all Controlled Inspection Reports and certifications to regulatory agencies with copies to the RIOC Project Manager.

## 4. Plant Tagging and Field Services

Plant Tagging by the Consultant is an additional service that includes the following:

### •Tagging of Plant Materials

The Consultant shall engage the services of a licensed Landscape Architect to select, tag with RIOC seals, and supervise the planting of all plant materials. All individual plants shall be balled and burlapped or container-grown stock. Representative samples of ground cover grown in flats shall be inspected and tagged at the nursery before such plants are prepared for shipment. All plant materials shall be inspected for signs of Asian Longhorn Beetle infestation prior to shipment. Any infestation must be immediately reported to the New York State Department of Agriculture Markets.

### •Inspections of All Plantings

In addition to supervising the planting operation, the Landscape Architect hired by the Consultant shall inspect the final planting and notify RIOC when it is appropriate to accept the plantings and initiate the one-year guarantee. Inspections of all plantings shall

## APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

be made by the Landscape Architect engaged by the Consultant throughout the maintenance and guarantee period, and sufficiently early that replacement plants may be planted in the appropriate planting season. The Landscape Architect is to identify for replacement all plants found to be unhealthy or infested by the Asian Longhorn Beetle. At the expiration of the guarantee period the Landscape Architect shall notify RIOC as to whether the Contractor should be released from further obligation.

### •Preparing a Maintenance Report

The Landscape Architect shall prepare a report for RIOC indicating whether the Contractor is complying with the maintenance portion of the Contract and recommending actions required. Note that the planting acceptance and release are independent from acceptance of the general construction work. The report shall be prepared at a time appropriate to the planting installation, as determined by the RIOC Project Manager.

### •Preparing a Maintenance Schedule

If directed by RIOC, the Landscape Architect shall prepare a written and graphic maintenance schedule and manual for all final project planting materials. Upon the approval of the manual, the Consultant shall submit the original to the RIOC Project Manager. For each type of plant, the schedules and manual shall identify the requirements for irrigation, fertilization, pruning, weeding, cultivating, mulching, lawn care, seasonal plantings, plant replacement, pest control and disease control.

## 5. Resubmittal of Amended Final Drawings

Additional drawings prepared during the Construction period necessitated by changes to the project design resulting from field conditions, scope changes, or other unavoidable situations will be considered as additional services. The Consultant will be required to resubmit exterior building and site revisions to the Art Commission for amended final approval. Preparation of the additional drawings necessary for this reconsideration is a supplemental service.

## C. COMPENSATION

### 1. Adequate Compensation for Subconsultant Services

The Consultant shall assure adequate compensation to Subconsultants for all Services during Construction to be provided by Subconsultants. The RIOC Project Manager may request documentation from the Consultant demonstrating that adequate payments have been made to assure performance of required Subconsultant Basic and Additional Services including but not limited to Field Inspection Reports.

### 2. Site Visits and Field Inspection Reports

The Consultant and principal Subconsultants shall conduct site visits and prepare Field

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

Inspection Reports monthly for the duration of the construction unless stated otherwise in the Specific Requirements or Task Order.

### **3. Reimbursable Services for Extended Construction Period**

If the construction period has been extended beyond the duration expected in the Specific Requirements or Task Order, additional compensation may be in order. If the extension has occurred through no fault of the Consultant, attending the on-site job meetings, preparing the minutes, and performing any of the other services listed in this section constitutes a reimbursable service. Compensation is to be made on an hourly basis.

### **4. Staffing Plan**

The Consultant and Subconsultants, as required, shall prepare a staffing plan and cost schedule in accordance with the Specific Requirements or Task Order for RIOC approval of any construction-related services required by an extension of the duration of construction.

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**VIII. CHECKLIST OF REGULATORY APPROVALS**

**A. REGULATORY APPROVAL SERVICES**

1. Construction Permit Handbook
2. Initial Application Procedures
3. Approvals Report
4. Service Requests
5. Timely Applications
6. Amendments

**B. REGULATORY APPROVAL DELIVERABLES**

1. Approvals Report
2. Record
3. Copies
4. Microfilm
5. Amendments
6. Sign-offs and Certificate of Occupancy

**C. REGULATORY ENTITIES**

1. City Planning Commission
2. Department of Buildings
3. Department of Transportation
4. Transit Authority
5. Fire Department
6. Department of Environmental Protection
7. Department of Parks and Recreation
8. Department of Health
9. Department of Sanitation
10. Environmental Control Board
11. Department of Business Services
12. Utility Companies
13. Community Planning Boards
14. Uniform Land Use Review Procedure (ULURP)

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. REGULATORY APPROVAL SERVICES

The Consultant is responsible for the following services and activities relating to approvals and projects close-out:

### **1. Construction Permit Handbook**

The Construction Permit Handbook, published by the City of New York, describes detailed requirements for many of the regulatory agencies. It is the responsibility of the Consultant to become familiar with and comply with all regulatory requirements.

### **2. Initial Application Procedures**

The Consultant is responsible for verifying that all initial applications and procedures that may influence the design and schedule of the project have been completed. These may include the Uniform Land Use Review (ULURP), City Environmental Quality Review (CEQR) and Environmental Impact Statement (EIS).

### **3. Approvals Report**

The Approvals Report shall be scheduled and identified in the project schedule and on the project checklist or Approvals Report and shall be discussed at the Design Kick-off meeting. In accordance with the services and deliverables of the Schematic Design, Design Development and Final Design phases, and with the requirements of construction scheduling and phasing, the Consultant shall obtain approvals as early as project development allows.

### **4. Service Requests**

The Consultant shall file for utility service requests at the earliest possible time. Cost assumptions at utility service filing are based on budget estimates and may be revised by the Consultant with the concurrence of the RIOC Project Manager for utility company purposes. Should preliminary cost assumptions be based on estimates, they can be subsequently revised. Reply by the utility company to initial service requests is expected from eight to fourteen weeks after filing by the Consultant. Where the same utility company provides electric, gas and steam service, requests for all such services must be made at the same time. The Consultant shall include a plot plan of the proposed building, with the desired points of service entry measured from a fixed existing point. The Consultant will submit a copy of complete service requests to the RIOC Project Manager.

### **5. Timely Applications**

Immediately upon filing any application, the Consultant shall submit copies to the RIOC Project Manager. The Consultant is required to file applications as early as possible. The Consultant must follow through to insure rapid handling and examination, so as to minimize time loss. The Consultant must notify the RIOC Project Manager if any delays occur. Copies of responses from regulatory agencies and utilities must be submitted to the RIOC Project Manager.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **6. Amendments**

The Consultant shall arrange to file amendments and receive approvals for the revised work, where approvals have been received and changes are subsequently made which affect the work already covered. The Consultant shall advise the RIOC Project Manager of any developments in the construction drawings which conflict with submittals under review or submittals previously approved by regulatory agencies.

## **B. REGULATORY APPROVAL DELIVERABLES**

Requirements for deliverables by the Consultant include:

### **1. Approvals Report**

The Consultant must complete the RIOC Approvals Report Form PA-1, adding the heading, checking the required items, and adding needed regulatory agency approvals. The Consultant shall submit the completed form as a requirement for the initial design fee payment in Schematic Design. The Approvals Report form must be revised whenever there is a significant change in the project scope of work, including revisions brought about by design change orders.

### **2. Record**

The Approvals Report Form must be filled out and maintained as a record, to be reviewed at all progress meetings, as the applications are submitted and approvals obtained. By the 75% meeting during Final Design, all required applications must have been filed, and, when possible, approvals obtained from the regulatory agencies and utility companies. Copies of these applications and the Approvals Report Form will be submitted by the Consultant to the RIOC Project Manager. When complete the PA-1 form serves as the final record of all required approvals.

### **3. Copies**

Copies of all Regulatory Agency approvals of both plans and applications shall be included in the required milestone submissions.

### **4. Microfilm**

Microfilm of the Building Department drawing submission must be submitted by the Consultant to the RIOC Project Manager.

### **5. Amendments**

The Consultants are required to file Amendments for changes implemented during construction that cause the executed work to differ from that for which approvals were originally obtained from the regulatory agencies

### **6. Sign-offs and Certificate of Occupancy**

Consultant participation may be required during the sign-off and the Certificate of Occupancy phase.

## **C. REGULATORY ENTITIES**

The Consultant is responsible for filing complete applications and documentation, and for

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obtaining all approvals for the project in accordance with current requirements of the appropriate regulatory agencies and utility companies. These include the following:

### 1. City Planning Commission

The City Planning Commission and the NYC Department of City Planning have overall responsibility for variances, special permits and Uniform Land Use Review. ULURP applies to changes, approvals, contracts, consents, permits and authorizations for map changes. The Department of City Planning conducts City Environmental Quality Review (CEQR) in conjunction with the NYC Department of Environmental Protection.

### 2. Department of Buildings

The Department of Buildings has primary responsibility for the enforcement of the Administrative Building Code, the Zoning Resolution, Multiple Dwelling Laws and Labor Laws as well as the enforcement of regulations relating to construction, alteration, maintenance, use, occupancy, safety and sanitary conditions of buildings located in New York City. The Building Department, in addition, issues violations for non-compliance with the NYC Building Code. For applicable Building Code items, approval by the NYC Department of Environmental Protection and other agencies may also be required.

- **Hazardous Materials**

The Consultant should file either an ACP-5 or ACP-7 form with the Department of Buildings which shall, in turn, transmit them to the Department of Environmental Protection. The ACP-5 form is used when little or no asbestos exists. The ACP-7 form is used when asbestos is present.

- **Building Department Alteration Type I**

The Building Department Alteration Type I is indicated for major alterations requiring a new or amended Certificate of Occupancy. Work may or may not include architectural, plumbing, mechanical, electrical and Builder's Pavement Plan items. Note that playgrounds and parking lots also require Certificates of Occupancy. Amendments and additions can be filed as an Alteration Type 1.

- **Building Department Alteration Type II**

The Building Department Alteration Type II is for alterations with no change to existing egress or use or occupancy and that do not require change of the Certificate of Occupancy. Work may include architectural, plumbing, mechanical, boiler, fuel burning equipment, fuel storage, standpipe, sprinkler, fire alarm, fire suppression and construction equipment items.

- **Building Department Alteration Type III**

The Building Department Alteration Type III is for minor work items not covered by Alteration Types I and II. Work may involve minor architectural items, construction equipment and such changes as curb cuts. Note that amendments and additions can not be filed under this type of alteration.

- **Alteration Repair Application (ARA)**

Alteration Repair Application (ARA-1) for minor plumbing work with maximum cost of \$14,000 can be filed solely by a Licensed Plumber. In addition, minor sprinkler work (to

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\$10,000) and minor oil burner installation (to \$14,000) can be filed by a licensed plumber.

- **Equipment Use Permit (EUP)**

Applications for Equipment Use Permits need to be filed for the installation of all mechanical equipment including air conditioning, refrigeration and fire suppression systems such as ANSUL.

- **Material and Equipment Approval (MEA)**

All materials and equipment, both designed and selected, requires Material and Equipment resolution and approval by the MEA Division of the Building Department.

- **Certificate of Occupancy (C. of O.)**

In order to assure that buildings are safe for public use, Certificates of Occupancy are issued upon completion of construction, the submission of inspection reports, and with approvals of all required documentation.

- **Temporary Certificate of Occupancy**

Temporary Certificates of Occupancy are issued when the Department of Buildings determines that the building or portion of the building is safe for public use, though all approvals and inspections may not be complete.

- **Public Assembly Permit (PAP)**

In order to safely accommodate more than seventy-four persons in a given space or room, Public Assembly Permits are issued only upon satisfactory completion, inspection and submission of approvals of all required documentation.

- **Bureau of Electrical Control (BEC)**

The Bureau of Electrical Control (BEC), a separate entity under the jurisdiction of the Building Department, issues permits and certificates for all electrical work. Filing of electrical work must be done by an electrical Contractor licensed in New York City.

- **Controlled Inspections**

For each project RIOC will indicate the Contractor responsible for the Controlled Inspection. The Consultant is responsible for marking all items that need inspection on the TR-1 form. To allow time for obtaining signatures, the Consultant shall provide a 75% complete set of drawings and a completed TR-1 form four weeks before the intended submission to the Building Department. If the Consultant fails to provide a timely TR-1 form, the Consultant shall be responsible for filing the initial TR-1 forms. Subsequent to filing, RIOC will designate the Controlled Inspection Contractor who will perform the Controlled Inspection. At that point the Consultant will be relieved of these duties with regard to the Building Department. The Consultant shall not list items for Controlled Inspection when the stress levels are below the provisions of the New York City Building Code. When the Consultant delivers to RIOC a marked but unsigned TR-1

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form three months in advance of the final submittal of the project, the Controlled Inspection Contractor will sign the initial TR-1.

- **Builder's Pavement Plan Unit**

The Builder's Pavement Plan Unit of the NYC Department of Transportation and the Buildings Department reviews and approves paving plans. Street and sidewalk approvals are required for permanent Certificates of Occupancy. Paving plans must show sidewalks, street trees, curbs, roadway work, street modifications, sidewalk vaults, roadway vaults, drainage across sidewalks, and planned legal sidewalk, road and curb elevations, as established by the NYC Department of Transportation or by official waiver of legally established grades.

### 3. Department of Transportation

The Department of Transportation is responsible for operations relating to New York City streets, bridges and tunnels, and the issuance of necessary permits. These include review and approval, as necessary, by:

- **Bureau of Highway Operations**

The Bureau of Highway Operations issues permits relating to the maintenance and repair of public roads, streets, highways, parkways, bridges and tunnels.

- **Street and Sidewalk Construction Activities**

Permits are required, and to be taken out by the Contractor for street closings, sidewalk construction including protective bridges and other similar construction operations. The Consultant may be required to prepare necessary drawings.

- **Office of Revocable Consent**

Approval from the Office of Revocable Consent of the Department of Transportation is required for any construction extending beyond the property line, either above or below street level. It is also required for other work, including the construction of bridges over streets and tunnels or utilities under roadways.

### 4. Transit Authority

If the proposed construction could infringe upon or adversely affect the structure of the subway system, it will be necessary to receive the approval of the New York City Transit Authority prior to submitting plans for approval by the Building Department.

### 5. Fire Department

The Fire Department, Bureau of Fire Prevention, enforces all laws and rules pertaining to the prevention of fires. The Bureau of Fire Prevention issues:

- Blasting permits and Certificates of Fitness
- Violations for non-compliance with the Fire Code
- Approvals for fire alarms, smoke detectors, gasoline and diesel oil tanks, halon systems and fire suppression systems, including ANSUL for kitchens

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### 6. Department of Environmental Protection

The NYC Department of Environmental Protection enforces all laws and rules pertaining to air quality, water quality and hazardous materials and includes:

- **Bureau of Air Resources**

The Bureau of Air Resources which approves use of equipment that involves emission into the atmosphere.

- **Bureau of Water and Sewer Operations**

The approval of the Bureau of Water and Sewer Operations, if applicable to the project, is required in order to obtain the Building Department approval. Its Cross Connection Unit provides water pressure tests for new connections of sprinkler systems and approves the reduced pressure zone (RPZ) and backflow preventor installations, when required, as well as new service for water connections.

- **Asbestos Control Program**

Forms must be submitted to the Department of Environmental Protection through the Department of Buildings for the Asbestos Control Program. If the project requires no filing with the Building Department, the Consultant must nevertheless file the appropriate Asbestos Control Program form with the Department of Environmental Protection. If the project requires filing with the Building Department, Form ACP-5 will be required if little or no asbestos is present, and Form ACP-7 is needed if asbestos is present. The Consultant or relevant subconsultant has responsibility for identifying potential areas of asbestos containing material and preparing drawings and specifications which will allow for removals.

### 7. Department of Parks and Recreation

The Department of Parks and Recreation approves projects within parks or designated parkland, and approves street trees and planting regulations.

### 8. Department of Health

The Department of Health approves food handling equipment and swimming pool facilities. Health Department regulations also pertain to other types of facilities such as day care centers.

### 9. Department of Sanitation

The Department of Sanitation approves refuse disposal methods, including but not limited to the disposal of special refuse.

### 10. Environmental Control Board

The Environmental Control Board administers violations and fines for some of the violations under the jurisdiction of the Building Department, the Fire Department and the Department of Parks and Recreation, including, but not limited to, damage to street trees

### 11. Department of Business Services

The Department of Business Services reviews and approves construction adjacent to the waterfront.

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### **12. Utility Companies**

Utility companies review and approve applications for electric, gas, steam, water and sewer connections. Consultants are also expected to be aware of and apply for energy conservation incentive programs.

### **13. Community Planning Boards**

The Community Planning Boards review and make recommendations pertaining to projects located within geographic boundaries. The RIOC Project Manager may request Consultants to present new buildings, major additions and landscape projects to the appropriate Community Board. Community Planning Board notification and approval may be required by the Art Commission.

### **14. Uniform Land Use Review Procedure (ULURP)**

Consultant services may be required for the Uniform Land Use Procedure. These services, if requested for particular projects, shall be addressed in the Specific Requirements or Task Order.

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## IX. GENERAL INFORMATION AND FORMS

### A. GENERAL INFORMATION

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2. Schedules
3. Budget and Cost Estimating
4. Site Data
5. Hazardous Condition Rating
6. Alteration of Existing Structures
7. Meetings
8. Submittals
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10. Correspondence
11. Telephone
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### B. GUIDELINES FOR MULTIPLE CONTRACTS

1. Electrical Work Associated with HVAC and Fire Protection
2. Electrical Equipment Furnished under General Construction and Plumbing
3. Luminous Ceiling
4. Lighting Fixture Supports
5. Elevator Work
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### C. DRAWINGS

1. Furniture and Equipment
2. Computer Aided Design
3. Drawing Standards
4. Existing Conditions Drawings

### D. BID DOCUMENTS

1. Bid Booklet
2. Addendum to the General Conditions
3. Specifications:

### E. FORMS AND GRAPHICS

1. Department of Buildings Required Filings

# APPENDIX C - RIOC DESIGN CONSULTANT GUIDE

## A. GENERAL INFORMATION

### 1. Design

- **Consultant Recommendations**

The Consultant shall make recommendations necessary to supplement the Specific Requirements or Task Order so as to achieve an efficient design. The Consultant shall bring to the attention of the RIOC Project Manager, in writing, any additional work or scope reductions that may be needed to assure proper use and occupancy.

- **Program Changes**

The Consultant shall not make any change in the program requirements or scope of the project without authorization from RIOC.

- **Design Responsibility**

The Consultant shall follow appropriate architectural, landscaping and engineering practices in designing the project and preparing design and construction documents. The Consultant is responsible for the design, checking, cross checking, coordination and cross-referencing of the project design documents. Any review undertaken by RIOC shall not eliminate, substitute for, or reduce the Consultant's responsibility for their work.

- **Compliance to Code**

The design shall comply with all applicable building codes, zoning regulations, laws, guidelines and other requirements of New York City, New York State and Federal Agencies having jurisdiction over any phase of the work. If regulatory requirements change during the project, the Consultant is responsible for informing the RIOC Project Manager and seeking a resolution to the related design issues.

- **Existing Conditions**

The Consultant shall be familiar with existing conditions at the project site throughout the design period of the Contract, to ensure that all drawings and specifications accurately reflect current conditions.

- **Topographical and Property Data**

The Consultant shall submit to RIOC, as early as possible during design, all requests for topographical and property line maps. These requests shall be based on observations of existing site conditions. RIOC will provide necessary information.

- **Consultant's Interpretations**

The Consultant shall be available for required interpretations of plans and

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specifications, and shall promptly advise the RIOC Project Manager of problems with or conflicts among drawings, specifications and site conditions.

- **Subconsultant Use**

The Consultant shall assure that each subconsultant is aware of and complies with the contents and requirements of this Guide, as it pertains to their responsibilities under the Contract.

## **2. Schedules**

- **Initial Schedules**

The Consultant shall prepare a Bar Chart or Critical Path schedule indicating how to achieve the project phase durations established by the RIOC Project Manager at the outset of the project. Standard durations for design and construction phases for RIOC projects have been established and are available from the RIOC Project Manager. The Consultant's initial schedule shall indicate completion dates, including review time as established in the Specific Requirements or Task Order for the Pre-Preliminary, Schematic Design, Design Development and Final Design phases of the project. The initial schedule will be submitted by the Consultant at the Design Kick-Off meeting and will be discussed at that meeting. Schedules shall meet RIOC requirements and be resubmitted as necessary until agreement has been reached on all issues raised. With the written agreement of the RIOC Project Manager, schedules will be revised by the Consultant to reflect any necessary changes in the project. The Consultant shall be responsible for adhering to the approved project schedule.

- **Standard Durations**

The Consultant shall adhere to the Standard Durations for design phases as developed by RIOC. Any deviation from these durations will be described in the Specific Requirements or Task Order or communicated by the RIOC Project Manager at a Pre-Proposal Meeting or during Task Order fee discussions.

- **Checklists**

The Consultant shall prepare a complete list of all the activities required for the successful and timely completion of the contract. The checklist must be prepared by modifying and supplementing a sample list furnished by the RIOC Project Manager. For each item, the start and completion dates of the activity must be stated, either as absolute dates, or in relation to the scheduled start and completion dates of the major phases of the project. Particular attention will be paid to concurrent activities. Slack periods shall be indicated. Checklists shall be submitted and updated whenever the schedule is changed or as necessary to maintain the approved project schedule.

- **Progress Reports**

Progress Reports showing the status of the work shall be submitted monthly, by the 25th of each month. If progress is delayed, the report shall state the reasons for such delay and plans for making up the time and resolving related problems

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contributing to the delay.

### • **Filing and Approval of Reports**

The Consultant shall prepare and submit the Approval Report Form, PA-1, indicating all filing with regulatory agencies, all approvals needed and all agencies from which approvals must be obtained. All required Controlled Inspections shall be noted on Form PA-1 as well as on the drawings.

### • **Controlled Inspections**

The Consultant is required to indicate the items to be subject to Controlled Inspection on the TR-1 Form and to provide appropriate signatures. Before construction kickoff, RIOC will designate the entity responsible for Controlled Inspections. At that time a revised TR-1 form will relieve the consultant of responsibility. The Department of Design and Construction will generally provide Controlled Inspections by means of a separate Requirement Contract or through a Construction Management contract.

### • **RIOC Approval of Subconsultants**

RIOC reserves the right of approval for all subconsultants and Consultants for specialty contracts. Such subconsultant firm names and relevant information including SF254 and SF255 forms shall be submitted by the Consultant to the RIOC Project Manager for approval at or before the Design Kick-off Meeting.

## 3. Budget and Cost Estimating

### • **Changes in Cost Estimates**

In addition to the updated CSI-format cost estimates to be submitted at each project milestone, the Consultant shall maintain current information relating to the estimated cost of the project throughout the design period. The Consultant shall inform RIOC promptly in writing of any significant changes in such estimated cost, due to market conditions or changes in the scope of work or design of the project.

### • **Cost Management Program**

A cost management program shall be maintained throughout the course of the project. The Consultant must keep track of any changes in the project scope, quantities, material and labor costs, or any other project related costs. These may also include additional items such as construction phasing, premium work time and temporary relocation of existing facilities.

### • **Approval of Cost Estimating Subconsultant**

The Consultant shall engage a competent cost estimating firm to prepare cost data and required estimates, at its own expense, unless the RIOC Project Manager approves the use of the Consultant's in-house cost estimating staff in writing. The name of the cost estimating Subconsultant shall be submitted in writing to the RIOC Project Manager for written approval prior to the completion of the Schematic Design.

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- **Form of Cost Estimate**

All cost estimates prepared for RIOC must be in the approved Construction Specifications Institute (CSI) format including division and section names.

### 4. Site Data

- **Requests for Surveys**

RIOC shall furnish surveying and subsurface information to the Consultant when required by the site conditions of the project. The Consultant shall request the necessary subsurface data from the RIOC Project Manager within two weeks of the Design Kick-Off Meeting.

- **Surveys**

Surveys may consist of topographical and property line maps, showing legal grades, street utilities, reference benchmarks and a baseline.

- **Subsurface Information**

Subsurface information may include test boring, water table determinations, taking soil and rock samples and performing physical tests, complete with written results.

- **Consultant's Responsibility**

The furnishing of site information by RIOC shall in no way limit the responsibility of the Consultant to properly analyze the documents and data furnished and develop suitable project solutions in accordance with the best professional practices. Any additional information required should be requested from the RIOC Project Manager in writing, as early as possible. See also Criteria for Structures and Soil in Section I.

- **Examination of Site**

The Consultant shall examine the designated site, noting all conditions pertaining to the completion of the construction of all phases of the project. The Consultant shall promptly bring to the attention of the RIOC Project Manager conditions on adjacent sites which are potentially hazardous or might be prone to damage. Similarly, the Consultant shall notify RIOC of any inadequacy or uncertainty regarding the facilities or utilities, or other reasonably discoverable impediments, which might prevent the orderly and expeditious construction of the project.

- **Reference to Surveys**

The Consultant shall design and plan the work in conformance with available information concerning existing lines, grades, levels, sewers, and subsurface structures, conditions and facilities.

- **Examination of Public Records**

In addition to a review of surveys, the Consultant may be required to undertake a thorough site inspection and an examination of all relevant public records. Additional information and investigations may be required as site

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conditions dictate.

- **Boring Location Plan and Soil Samples**

The Consultant shall be responsible for the preparation of boring location plans, and for the selection of any specimen soil samples for analysis by laboratory testing.

- **Reimbursement of Costs**

Any material furnished by RIOC to meet the requirements of the project shall be at no cost to the Consultant. The Consultant shall be reimbursed, at cost, for any RIOC requirement to obtain topographical and property line surveys, borings, and soil testing and rock testing.

### 5. Hazardous Condition Rating

All inspection reports, including those pertaining to building facades, shall use a rating system to classify the results of the inspection. The rating system definitions shall be indicated in each report and shall conform to the Structural Condition Ratings described in Section I.

### 6. Alteration of Existing Structures

- **Consultant to Verify Existing Conditions**

When the project involves alteration of or addition to an existing structure, the Consultant shall be responsible for verifying all measurements and details of existing construction and documenting same for all areas of affected work. The Consultant shall verify, through visual examination and physical measurement, the accuracy of all drawings, specifications and data concerning the existing structure furnished by RIOC. Documentation from other sources and Building Department records shall also be checked. The Consultant is put on notice that construction change orders and disputes most frequently arise from field conditions that have not adequately been surveyed or documented. Inadequate examination of existing conditions leads to the largest number of design service Errors and Omissions claims. The Consultant is strongly urged to make the most diligent effort to verify existing conditions, both visible and concealed.

- **Amount and Locations of Probes**

The Consultant shall be responsible for specifying the number and locations of probes needed to adequately investigate concealed construction. See also Investigation Criteria for Structures and Soil in Section I.

- **Notification and Identification of Probe Locations to RIOC**

The Consultant shall be responsible for identifying and notifying RIOC of all locations where the proposed design will disturb, intersect with, or affect any component of an existing building or facility. This identification must be in writing, and be accompanied by drawings acceptable to RIOC, which clearly convey the required information.

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### **•Hazardous Materials Survey and Documentation**

Unless otherwise established in the Specific Requirements or Task Order, the Consultant will arrange for surveys to determine whether there are hazardous materials within the project area. RIOC requires these services to be performed by the Consultant or approved Subconsultant. The Consultant or approved Subconsultant will integrate plans and specifications for the removal, handling, and disposal of hazardous materials into the Bid Documents.

### **•Compensation for Additional Services**

If existing construction proves to be at significant variance with the construction as indicated in as-built drawings on hand, RIOC, the Consultant may be compensated for additional services as stipulated in the Agreement. Such compensation shall relate to the cost of undertaking new as-built drawings

### **•Furniture and Equipment for Re-Use**

The Consultant shall prepare an inventory of existing furniture and equipment and complete an analysis for its re-use in the renovated structure.

## **7. Meetings**

The Consultant shall inform the RIOC Project Manager of all meetings pertaining to the project which the Consultant attends or plans to attend.

### **•Progress Design Meetings**

During the Pre-Preliminary phase, the Schematic Design, Design Development and Final Design, the Consultant shall attend regularly scheduled and other necessary meetings, and keep and submit minutes of these meetings, as directed by the RIOC Project Manager.

### **•Design Review**

The RIOC Project Manager shall invite the Design Review Team Leader and other RIOC team members to the design progress meetings. This will help to reduce the need for formal response and resubmittal by the Consultant since potential review comments can be discussed in advance of milestone submittals. On-board review can also be requested.

### **•Scheduling**

Scheduling of meetings with the RIOC technical staff shall be done through the RIOC Project Manager.

### **•Consultant's Schedule**

Meetings shall be indicated on the Consultant's Schedule, and will include regular Design Progress Meetings, as directed by the RIOC Project Manager. The Consultant may be required to attend or conduct meetings regarding issues such as programming, landscaping, site conditions, cost estimating, technical specialties, specifications, permits and approvals.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **•Job Meetings**

During construction the Consultant shall attend job meetings at the site and other meetings as are reasonably required to interpret the Construction Documents.

### **•Minutes of Meetings**

The Minutes of Meetings shall be recorded by the Consultant for each design review and project meeting and shall be submitted to the RIOC Project Manager within three days after the meeting. The Consultant shall also record all job site project meetings unless there is a Construction Manager for the project. When recording minutes the Consultant shall number each meeting consecutively and record the date, place and attendees. The minutes shall include the agenda, all items discussed, conclusions and questions for resolution. The party responsible for the resolution of open issues, and the date the resolution is due should also be noted. Unresolved issues must continue to appear in the minutes until they are resolved. Resolution of open items shall be noted. Similarly, corrections and approvals of minutes shall be recorded. An updated Progress Schedule shall be attached to the minutes of each meeting. The Consultant shall transmit copies of the minutes to the RIOC Project Manager, sufficient for all people who regularly attend. In addition, the Consultant shall transmit a minimum of two copies of the minutes directly to the Department representative. Certain projects may require that copies be sent to additional agencies, as directed by the RIOC Project Manager.

## **8. Submittals**

### **•Submission of Documents**

The Consultant is required to submit various Reports, Sketches, Drawings, Specifications and Progress Schedules at key project milestones. The content and level of detail required of each submittal is described in the appropriate chapters of this Guide.

### **•Review of Submission**

All work submitted to the RIOC Project Manager will be reviewed for conformance to RIOC design criteria. Time required for reviews shall be incorporated into the Consultant's project schedule.

### **•Computer Aided Design**

Project drawings shall be developed on a CAD drawings system acceptable to RIOC. Consultants shall be required to furnish CAD drawing files on diskettes in addition to the prints required when submitting Final Compliance Documents.

## **9. Contract Adherence**

### **•Consultant Contract Administration**

The RIOC Project Manager is responsible for administering the Consultant's Contract. The Consultant shall not deviate from the terms of the Contract in any

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

way, unless specifically authorized in writing to do so by the RIOC Project Manager. Approved minutes of meetings will be considered authorization in writing, except for changes in the Scope of Work.

### **•Request for Changes in the Scope of Work**

Request for Changes in the Scope of Work shall be addressed in writing to the RIOC Project Manager.

## **10. Correspondence**

Unless the Consultant is specifically directed otherwise, all correspondence shall be:

### **• Addressed to:**

(Name of Project Manager)  
Roosevelt Island Operating  
Corporation 591 Main Street  
Roosevelt Island, New York  
Project Title and Location  
Contract Number  
Correspondence Subject

## **11. Energy Conservation**

All facility designs shall conform, as a minimum, to the latest revision of the requirements of the New York State Energy Conservation Construction Code regarding the following:

- Energy Analysis**
- Component Performance**
- Compliance Documentation**
- Support Material**

Support Material, such as analyses, calculations, vendor information and other data developed by the Consultant in support of recommended systems, components, equipment and materials shall be submitted to RIOC, as part of the project review during the appropriate phase of the design.

## **12. Additional Services**

The Consultant may be required to perform “Additional Services” in addition to the “Basic Services” as outlined in the Specific Requirements and the Agreement. These supplemental services are also described in the Contract, as well as the methods and amount of compensation stipulated. The “Additional Services” may include but not be limited to the following:

### **•Construction Services**

Construction Services include all requested activities beyond the defined basic services during construction. Such services may involve increased participation at site meetings, field reconnaissance, special inspections, resident engineering and additional architectural services.

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### **•Full-time Project Representation**

Full-time Project Representation covers the assignment of full-time site representatives to assure that the work conforms to the construction documents. Note, this may be included either as part of the Basic Services or Additional Services as indicated in the Specific Requirements or Task Order.

### **•Controlled Inspections**

The Consultant may be required to perform Controlled Inspections and tests and file these with the regulatory agencies.

### **•Planting and Tagging**

-Selection and tagging of plant materials, and supervision of the planting operation by a Landscape Architect.

### **•Probes, Surveys and Testing Services**

Probes, Surveys and Testing Services includes probes to be performed for the purpose of investigating concealed construction, surveys performed for the purpose of verifying site conditions, and tests regarding material properties. Special testing is needed for historic and other older structures which include analysis of existing materials and finishes, treatment tests, and testing of treatment products and replacement materials.

### **•Copying Contract Documents**

-Printing additional sets of Contract Documents for bidding purposes.

### **•Travel Services**

-Authorized out of town travel to verify material sources, suppliers and fabrication.

### **•Space and Furniture Planning**

-Providing detailed furniture and equipment listings for purchase requisitions and installation supervision. This may be described in the Specific Requirements or Task Order.

## **13. Pass-Through Contracts**

The design criteria, professional services and checklist of deliverables described in this Design Consultant's Guide also pertain to "Pass-Through" projects. On these projects, the management roles of RIOC and of the Client Agency (including any specific client institution) may vary from standard projects; consequently, the supervision of the Consultant's work and the administration of the Consultant's contract may differ from standard projects. The roles and responsibilities of the agency, the client(s) and the Consultant will be appropriately defined for each pass-through project, but this in no way reduces the Consultant's responsibility to comply with this Guide.

## **B. GUIDELINES FOR MULTIPLE CONTRACTS**

### **1. Electrical Work Associated with HVAC and Fire Protection**

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### **•Electrical Contractor**

The Electrical Contractor shall furnish and install the power wiring to starters, motors and in-sight disconnects.

### **•HVAC and Fire Protection Contractor**

The HVAC/Fire Protection Contractor shall furnish, and the Electrical Contractor shall install, unless integral with the equipment, all starters and disconnects.

### **•Furnishing and Installation**

Furnishing and Installation of all control devices and all control and interlock wiring for equipment furnished under the HVAC/Fire Protection Contract shall be by that Contractor, including any power required for any control device. This power is to originate from a four circuit panel in each mechanical equipment room. If there is no electric panel in the room, the Electrical Contractor is to furnish and install this panel.

### **•Boiler**

The Electrical Contractor is to provide a feed terminating in a junction box or disconnect. The HVAC/Fire Protection Contractor is to do all wiring from the junction box or disconnect to the boiler.

### **•Boiler Plants**

Where the Electrical Contractor is to do power wiring to specific equipment, details of that electrical work are to be shown on the electrical drawings.

### **•Motor Control Centers**

Motor Control Centers may be furnished by either the HVAC/Fire Protection Contractor or preferably the Electrical Contractor, but they must be installed and wired by the Electrical Contractor, except for external control wiring, which shall be installed and wired by the HVAC/Fire Protection Contractor.

### **•Sprinkler Systems**

Sprinkler systems, including flow and tamper switches are to be furnished and installed by the HVAC/Fire Protection Contractor. The Sprinkler Alarm Panel, and all wiring is to be furnished and installed by the Electrical Contractor, and must be shown on the Electrical Drawings.

## **2. Electrical Equipment Furnished under General Construction and Plumbing**

Power and control wiring is to be furnished and installed by the Electrical Contractor, and must be shown on the Electrical Drawings.

## **3. Luminous Ceiling**

Luminous ceiling is to be furnished and installed by the Electrical Contractor.

## **4. Lighting Fixture Supports**

Lighting fixture supports shall be furnished by the Electrical Contractor and installed by

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the General Contractor.

### 5. Elevator Work

#### •Elevator Disconnect

The Elevator Disconnect near the machine room entrance is to be provided by the Electrical Contractor. This includes the feeder and the controller. All other related elevator electrical and control work is to be provided by the elevator Subcontractor.

#### •Electrical Contractor

The Electrical Contractor is to provide an electrical outlet box and telephone junction box at the midpoint of the elevator shaft. The telephone junction box is to be connected with an empty conduit to the nearest telephone strip box.

### 6. Standpipe and Sprinkler Responsibilities

#### •Plumbing Contractor

The Plumbing Contractor is to provide water service for the sprinkler, standpipe and combined standpipe/sprinkler systems, from the main up to and including the first Outside Stem and Yoke (OS&Y) valve and the detector check valve.

#### •Standpipes

The Plumbing Contractor shall provide a standpipe system, including fire pumps, but not including sprinklers.

#### •HVAC and Fire Protection Contractor

The HVAC and Fire Protection Contractor provides the combined sprinkler/standpipe system and the separate sprinkler system from the detector check valve and including the fire and booster pumps. This work by the HVAC/Fire Protection Contractor, however, does not include the water service up to and including the detector check valve that is to be provided by the Plumbing Contractor.

#### •Electrical Contractor

The Electrical Contractor is to provide wiring.

#### •Coordinate all Requirements with RIOC

Coordinate all requirements with RIOC as these requirements relate to union jurisdiction in New York City.

### 7. Fuel Tanks

#### •HVAC and Fire Protection Contractor

The HVAC and Fire Protection Contractor shall furnish and install the fuel tanks, associated piping and miscellaneous controls for heating oil or emergency generators.

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### •Plumbing Contractor

The Plumbing Contractor shall furnish and install the equipment for gasoline or dieselfuel.

### •Electrical Contractor

The Electrical Contractor is to provide power for any required pumps.

### •General Contractor, HVAC/Fire Protection or Plumbing Contractor

The General Contractor, HVAC/Fire Protection or Plumbing Contractor is to provide forexcavation, gravel, backfill, support pads and manhole access. A determination as to which Contractor shall do the work is to be made by RIOC in conjunction with the Consultant.

## 8. Contractor Responsibility

Each Contractor is to perform all necessary rigging, cutting and patching, excavation and backfillfor the work of their Contract, unless otherwise specifically noted on the plans and specification by the Consultant.

## 9. Access Doors

Access doors are to be furnished by the respective trades for installation by the Contractor forGeneral Construction.

## C. DRAWINGS

### 1. Furniture and Equipment

For projects involving furniture and equipment, the Consultant is responsible for:

- **Space Planning and Design**

The Consultant shall provide for the space planning analysis and design of the project ina responsive and professional manner. The Consultant shall be responsible for providing an acceptable and fully designed interior space using either a modular components system or loose furniture, or a combination of both in addition to all project specific equipment necessary to make the space functional. The Consultant’s design shall optimize the quality of the interior space and environment; considering building safety, security, light and ventilation, compared with the proposed budget and the user’sneeds. If requested in the Specific Requirements or Task Order, re-use of existing available furniture and equipment shall be considered.

- Guidelines**

The project shall be designed based on the guidelines set forth herein. The proposedsolution shall be fully coordinated with respect to the design of the building.

- **Qualifications**

The Architect or Interior Designer, who performs this work, shall be approved by

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RIOC. If experienced staff is not available in-house, the Consultant may subcontract to an Architect or Interior Designer, or a furniture management firm, which must be approved by RIOC.

- **Work Not-in-Contract**

Work Not-In-Contract shall include movable items such as wastebaskets and desk accessories, which are the sole responsibility of the user, and are not included in this work. Copiers, computers, facsimiles and other equipment shall be included in the Consultant's furniture layout. Specifications and acquisitions, however, are the sole responsibility of the RIOC Department user.

### **2. Computer Aided Design**

Project drawings shall be on a Computer Aided Design drawing system acceptable to RIOC. Manual design drawings and sketches, normally prepared during Pre-Preliminary and Schematic Design phases, are acceptable exceptions.

Consultants shall be required to furnish CAD drawing files on CDs, in addition to the prints required, when submitting Final Compliance drawings for the final record or when otherwise required to do so by the RIOC Project Manager. Provision shall be made for automatic quantity take-offs to be derived directly from the CAD drawing files. These shall be used to prepare final estimates. (See Chapter V, Final Design.)

### **3. Drawing Standards**

- **Standard Sheet Sizes**

Drawings shall be on sheets sized 24 x 36 inches, with minimum borders of two inches on the left side and one half inch on the right side, top and bottom. Other sheet sizes will be permitted if required by specific project needs, and approved in writing by the RIOC Project Manager.

- **Contract Indicated by Letter**

Drawing numbers shall be consecutive within each contract, and be prefixed by the letter indicating the Contract to which the Drawings are applicable. Use the following letter designations:

- "A" Architectural Drawings
- "B" Borings Record Drawings
- "E" Electrical Drawings
- "F" Fire Protection and Sprinkler Drawings
- "H" HVAC and Fire Protection Drawings
- "I" Interiors and Furniture Drawings
- "L" Landscape Architecture Drawings
- "P" Plumbing Drawings
- "S" Structural Drawings
- "T" Topographical and Property Line Drawings

- **Addenda Drawings**

Addenda Drawings are issued prior to bids being received and are to be

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numbered consecutively within each Contract.

### •Supplementary Drawings

Supplementary Drawings are issued after bids have been received and are to be numbered consecutively within each Contract.

### •Title Blocks and Signatures

Title Blocks and Signatures shall appear on drawings in locations called for in this Guide.

### •Lettering

Lettering shall be a minimum of 5/32" tall.

### •Lettering

Renderings or illustrations, addenda and supplementary drawings are to be formatted by the Consultant. No words shall be abbreviated.

## 4. Existing Conditions Drawings

Unless otherwise indicated in the Specific Requirements or Task Order, the Consultant shall:

### •Provide

Provide existing conditions with drawings of all parts of the building to be affected by the proposed work. Field measurement and probing the buildings may be necessary.

### •Review

Review existing conditions drawings, prepared by others and provide a statement regarding their adequacy and accuracy, verifying with field measurements and probes if necessary.

### •Reconcile

Reconcile existing conditions drawings with other documents listed in the Specific Requirements, or issued by the RIOC Project Manager, and prepare a statement with respect to their correlation.

### •Augment

Augment existing conditions drawings, prepared by others, to provide a complete set to meet the stipulations of the Specific Requirements and the Building Code of the City of New York.

### •Ownership of Documents

The documents shall be the property of RIOC. A complete set of reproducible on wash-off mylar (3 mil minimum thickness) shall be delivered to the RIOC Project Manager at the completion of the Contract.

### •Legends

Drawings shall indicate and identify items in accordance with the appropriate legend.

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### **•Architectural Existing Conditions**

Documentation of the Architectural Existing Conditions shall meet the requirements of the latest edition of the New York City Administrative Code, Title 27, Chapter 1, Subchapters 1- 8, for: administrative and enforcement, definitions, occupancy and construction classification, building limitations, fire protection, means of egress, special uses and occupancies and places of assembly.

### **•HVAC and Fire Protection Existing Conditions**

Documentation of the Mechanical and HVAC Existing Conditions shall meet the requirements of 27-182 under “Plans Required” for the following:

- Air Conditioning and Ventilating Systems - except for index of ventilation
- Elevators Locations - see only item #1
- Fuel Burning and Fuel Oil Storage Equipment - except for item #6
- Refrigerating Systems - all items
- Heating System - all items broken down by system and subsystem
- Boilers - all items
- Standpipe - all items except for item #3 and item #4
- Sprinkler System - show item #3, risers, pumps and valves; note affected area.

### **•Plumbing Existing Conditions**

Unless otherwise noted, documentation of the plumbing existing conditions shall meet the requirements of 27-173 “Plans Required” for the following:

- Single Line Plan - except summation of loads
- Typical Layout - not required
- Riser Diagram - not required
- New Plans - not required
- All Appurtenant Equipment – related to plumbing conditions

### **•Electrical Existing Conditions**

Documentation of the existing electrical conditions shall indicate the following according to the accepted IEEE legend of indications:

- Service Drop - AC, DC, Size
- Meters - demand, AC, DC
- Main Switch Gear - motor controllers and motors
- Feeders - sizes
- Panel Boards
- Fire Alarms and Smoke Detectors
- Safety Controls, Alarms and Systems
- Lighting Fixtures and Wiring Devices

### **•Structural Existing Conditions**

Documentation of the structural existing conditions shall meet the requirements of Title 27, Chapter 1, Subchapters 9-11 for loads, structural work and foundations.

## **APPENDIX C - RIOC DESIGN CONSULTANT GUIDE**

### **•Existing Condition Drawings Must Include:**

#### **•Photographic Reproductions**

-Of existing drawings to produce wash-off mylars.

#### **•Master Set**

-Produce architectural existing condition drawings as master set.

#### **•CD**

-One complete set on CD, whether in CAD format or image.

## **D. BID DOCUMENTS**

The following requirements are standard on projects that RIOC directly issues for competitive bidding. It is essential that the Consultant prepare documents that are complete, fully coordinated, and free from ambiguities or inconsistencies. Special attention should be paid to coordination between the Specifications and the various schedules in the Addendum to the General Conditions.

It is the responsibility and obligation of the Consultant to review documents prior to submission to RIOC to ensure that all the criteria listed below are met. Compliance with this mandate will be reflected on the Consultant's performance evaluation.

### **1. Bid Booklet**

In its review of the Bid Booklet, the Consultant shall address the following:

#### **•Bid Breakdown**

Verify that the Contractor's Bid Breakdown Forms (blank cost estimate forms) are in CSI format, and that all quantities and values have been removed from the forms.

#### **•Special Experience Requirements**

Special experience requirements must be approved in advance by RIOC. Verify that such approval has been obtained and that the requirements are included in the Bid Booklet.

#### **•Bid Options**

The use of Bid Options must be approved in advance by RIOC. Verify that such approval has been obtained and that the bid forms for such options are in accordance with RIOC's standard format for the same.

### **2. Addendum to the General Conditions**

The Consultant must use the RIOC General Conditions. To customize the General Conditions for a specific project, the Consultant must use the Addendum to the General Conditions. The Consultant will have been provided with a blank form of the Addendum to the General Conditions. This blank form has gray boxes which contain instructions to the Consultant for preparing each section of the Addendum.

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- **Schedule A**

The Consultant shall prepare Schedule A, which provides information on contract requirements, such as duration, liquidated damages, retainage, etc. The Consultant shall verify that this is correct and in accordance with the instructional material provided in the blank form of the Addendum to the General Conditions.
- **Schedule B**

The Consultant shall prepare Schedule B, which is a list of Guarantees and Warranties that are included in the Specifications. The blank form of Schedule B contains a list of standard guarantees. The Consultant must revise this list so it is correct for the project. Such revisions must address the following: (1) delete any category of work not applicable to the project, (2) add new categories of work, if applicable, (3) provide Specification section numbers for all categories of work listed, and (4) lengthen the specified guarantee period, if appropriate.
- **Schedule E**

The Consultant shall prepare Schedule E (Separation of Trades). The Consultant shall review the Specifications and the General Conditions for each of the items listed on Schedule E and shall ensure that the correct information is inserted as it pertains to each separate Contract.
- **Number of Contracts**

RIOC must approve the elimination of any trade contract, if the required work involves fewer than four prime contracts. Such approval should be obtained as early as possible.

### 3. Specifications

The Consultant must review the Specifications to ensure compliance with the following:

- **Compliance**

Specifications prepared by Consultants must comply with governmental and legal requirements regarding public procurement. They include, without limitation, the competitive bidding laws of the State of New York, the Procurement Policy Board Rules of the City of New York and this Design Consultants Guide. To ensure compliance, it is essential that Consultants prepare specifications that are clear, accurate and in accordance with the criteria set forth below. Accordingly, specifications shall:

- Permit maximum competition
- Permit the separate, competitive sealed bidding of each prime construction trade
- Eliminate favoritism

Clearly describe RIOC requirements without favoritism toward any contractor or supplier or to a supplier's goods and/or services. Specifications must list three alternate suppliers and must include the language "or approved equal."

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Specifications may not require a proprietary item, unless approved in advance in writing by RIOC;

- **Be generic in nature**
  - Emphasizing functional or performance criteria. As RIOC awards contracts to the lowest responsible bidder, it is important that functional/performance specifications are tightly written to help ensure the quality of the job; and
- **Use acceptable commercial standards**

### E. FORMS AND GRAPHICS

#### 1. Department of Buildings Required Filings

The Consultant will be responsible for a number of filings with the Buildings Department of New York City. The Consultant is strongly advised to review these forms as early as possible in order to be informed as to the scope of responsibilities to the Buildings Department. It is the Consultant's responsibility to establish what filings are required for each project and to confirm which version of each form is required by the relevant Buildings Department office before filing. As an advisory, below is the Department of Buildings Basic Filing package, as of August 2002. It is the Consultants responsibility to verify the number and version of filings for each project.

- **Basic Filing Package:**

The Consultant must submit required forms to DOB, along with a complete set of plans, to start the application filing process. The forms required in the Basic Filing Package by the Department of Buildings at the time of this printing are listed below. Depending on the type of work and scope of the application, additional forms may be required. All Department of Buildings forms can be found on the DOB website <http://www.nyc.gov/html/dob/html/pdfinst.html>.

- **PW-1**

Basic filing form required for all applications

- **PW-1A Schedule A, Occupancy/Use**

Describes any change of floor layout and usage

- **PW-1B Schedule B, Plumbing/Sprinkler/Standpipe**

Describes plumbing work to be done associated with the application

- **TR-1 Technical Report, Statement of Responsibility**

Used for Directive 14 filing application when the professional assumes responsibility for inspections (limited Self-Certification)

- **PW-2 Work Permit (Renewal) Application**

This is the basic Work Permit application form. It is usually filled out

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by a contractor for permission to start work on an “approved” application. This form must have the contractor’s Tracking Number or License Number for verification of proper insurance.

### **•PW-3 Cost Affidavit**

Used by the Professional to estimate the cost of the work related to the application. DOB’s fee is based on this document.

### **•AL1 Additional Information**

This form is included with the application when notes or important information related to the job need to be included, but not enough space is available.

# APPENDIX D – CONSULTANT EVALUATION FORM



## Roosevelt Island Operating Corporation

### CONSULTANT EVALUATION FORM

- Fill out one form per Consultant.
- Numerical scores on this form should be entered into the Consultant Evaluation [Summary](#) Worksheet.

|                     |             |
|---------------------|-------------|
| <b>Department:</b>  | Engineering |
| <b>Prepared by:</b> |             |
| <b>Date:</b>        | DATE, 2025  |

**Consultant Information**

|                             |  |
|-----------------------------|--|
| <b>Organization Name</b>    | <b>Organization Name</b>                             |
| <b>Organization Address</b> | 123 Main Street, New York, NY 10000                  |
| <b>Contact Name</b>         | <b>Contact Name</b>                                  |
| <b>Contact Phone</b>        | (212) 111-1111                                       |
| <b>Contact E-mail</b>       | <a href="mailto:email@email.com">email@email.com</a> |

For each category below, enter a numerical score in the space provided (**Score [ ]**) using the following scale:

- 1 = Very Dissatisfied (*Consultant fails to meet most or all expectations*)
- 2 = Somewhat Dissatisfied (*Consultant fails to meet some expectations*)
- 3 = Satisfied (*Consultant meets expectations*)
- 4 = More than Satisfied (*Consultant exceeds some expectations and meets the rest*)
- 5 = Extremely Satisfied (*Consultant exceeds most expectations; Consultant is everything we hoped for and more*)

**1. Prior Experience:** (obtain résumé)      **Score [ ]**

- Has Consultant worked with other comparable organizations?  
[ ] Yes [ ] No

If Yes, list here:

- Does Consultant have prior experience and demonstrate knowledge with relevant and new technologies or products?  
[ ] Yes [ ] No

- How recent?

- How extensive?

**2. Quality Assurance:**      **Score [ ]**

- What is the Consultant's process to ensure accurate delivery of project requirements?

## APPENDIX D – CONSULTANT EVALUATION FORM

- What steps does the Consultant take to ensure that what they deliver is actually what its RIOC needed?

- Does the Consultant deliver projects within the specified duration?

### 3. Staffing w/ Direct Experience: (obtain résumés)      **Score [ ]**

- Were the individuals whose resumes we have been given actually be assigned to our project?  
[ ] Yes [ ] No

- Does the consulting staff assigned to our project have experiences that are relevant and recent as it relates to our requirements?

### 4. Sub Consultants:      **Score [ ]**

- Does the Consultant have any partnerships or other allegiances that compromise its impartiality with respect to these projects?

- Does the Consultant provides all the required services or outsourced certain aspects?

- Is/Are their performance satisfactory?

- List the names of Sub consultants:

|   |
|---|
| • |
| • |
| • |

### 5. Fee Structure: (obtain sample contract)      **Score [ ]**

- Does the proposed fee cover the entire scope of services that are required?  
[ ] Yes [ ] No

- Is the fee within our estimates?  
[ ] Yes [ ] No

- Does the Consultant agree to a deliverables-based payment schedule?  
[ ] Yes [ ] No

Comments:

### 6. Impartiality:      **Score [ ]**

- Does the Consultant have any partnerships or other allegiances that compromise its impartiality with respect to these projects?

## APPENDIX D – CONSULTANT EVALUATION FORM

**7. Team Management ability:** (Where relevant) **Score [ ]**

- Can the Consultant document the effectiveness of their team management skills? Give examples here:

**8. Project Management Ability:** **Score [ ]**

- What does the Consultant provide as evidence of effective Project Management practice?

- By what means will the Consultant determine and then communicate project status?

- Does the Consultant provide effective issue management and change control processes?

- How does the Consultant deal with project risk?

**9. Availability of Resources:** **Score [ ]**

- Does the Consultant have sufficient staffing and infrastructure to support the project?

Yes  No

- Will the Consultant team be doing other work concurrently that might distract it from this project?

Yes  No

- Will the same individuals be working on the project from start to finish (per role, for example, will the same business analyst(s) gather and document all requirements?)

Yes  No

- If Consultant staff will be working off-site, will they be available via phone? E-mail? IM? Other means?

**10. Office Location:** **Score [ ]**

- What is the distance from the Consultant organization's office to the relevant RIOC?

- Was this an impact on their availability?

**11. Code of Ethics:** (obtain a copy, if available) **Score [ ]**

- Does the Consultant adhere to a formal Code of Ethics?

Yes  No