



# QUEENS PUBLIC LIBRARY

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**RFP # 0922-2**

**Request for Proposals for  
Architectural Design Services  
Requirements Contracts**

**Date: September 16, 2022**

**Revised: 9/30/2022**

**Proposals must be submitted October 19, 2022 by 3:00 PM  
via the provided Dropbox link:**

**<https://www.dropbox.com/request/p0hpszVH2DEcks2qqx7xN>**

**Procurement Department  
Queens Borough Public Library**

**Deadline for Questions  
September 29, 2022 by 3PM**

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The following documents are incorporated into this RFP-

Attachment 1- Forms

Attachment 2- Queens Borough Public Library General Terms and Conditions

Attachment 3- Local Law 34

The Queens Borough Public Library (the “Library”), hereby solicits proposals from experienced firms and individuals (hereinafter referred to as “Proposers”) in response to this Request for Proposals (“RFP”) to enter into requirements contracts for architectural design services to the Library. The Library intends to award contracts to multiple firms.

## I. CALENDAR OF EVENTS

Issuance of RFP	September 16, 2022
Deadline for Questions	September 29 2022
<b>Proposal Due Date</b>	<b>October 19, 2022</b>
Interviews, if performed	To be determined
Award/ and Notification to Responsive Proposers	At the conclusion of the RFP process.

## II. CONTACT INFORMATION

The Library’s designated contacts for this RFP, as of the date hereof, are Cristina Polychronopoulos, Procurement Coordinator, Xavier Cerda, Assistant Director of Procurement and William Funk, Vice President of Procurement. Questions regarding this RFP should be sent to: [RFPcontact@queenslibrary.org](mailto:RFPcontact@queenslibrary.org) on or before **September 29, 2022**. Responses to any questions received will be posted on the Library’s web site at <https://www.queenslibrary.org/about-us/procurement-opportunities> as they are received. No other communication of questions and answers will be made.

Proposals are to be uploaded to DropBox using this link:  
<https://www.dropbox.com/request/p0hpzVH2DEcks2qqx7xN>

The Library will not provide reimbursement for any costs or expenses incurred in connection with this RFP, including the costs of preparing and submitting a response, providing any additional information or attending an interview. All material that is submitted in response to this RFP will become the sole property of the Library. The Library expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights, any of which **must** be clearly indicated in the proposal submitted in response to the RFP.

Interviews of the top-qualifying Proposers may be conducted at the Library’s discretion on a specific day or days to be disclosed later in the RFP process. All top-qualifying Proposers will be notified of the exact interview date(s) in advance.

### **III. CONTRACT PERIOD**

The term of the awarded contract will be for a (3) three year period with (2) two one year options to renew at the Library's sole discretion. The Library may terminate the contract at any time, in its sole discretion, upon written notice.

### **IV. BACKGROUND**

The Library is an independent not-for-profit corporation. It is one of the largest and most innovative libraries in the world and one of the three New York City library systems. The Library consists of a Central Library and other facilities located throughout the County of Queens in the State of New York. For a complete listing of current facilities please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations> .

The Library serves 2.4 million Queens residents, with an extensive collection of books, reference materials, periodicals, government documents, video and audiocassettes, records, compact discs, DVDs, and photographs and maps. The Library has a computerized integrated circulation and catalog system, state-of-the-art computer equipment in all community libraries, and the ability to provide information through free Internet access and facsimile machines to the public. The Library offers a wide variety of reading, writing, and literacy programs, and functions as an integral part of the Queens community.

The NYC Department of Design and Construction ("DDC") contracts with engineering, architectural and construction firms for large scale Library capital construction projects. For projects that are outside of DDC purview and typically smaller in size and lower cost, the Library procures engineering, architectural and construction firms as required.

Regarding the Library's historical and typical spend compared to DDC, the Library has three (3) currently active substantive renovation projects points towards an average construction value of \$3.9m with a minimum to maximum range of \$2.8 million to \$5.9 million compared to DDC's active thirty-eight (38) project portfolio having an average construction value of \$6.5 million with a minimum to maximum range of \$1.5 million to \$41 million. The Library also engages in lower dollar construction projects.

The Queens Library's Capital Projects Management Department is seeking qualified firms to provide as needed architectural design services to the Library. For information regarding the Library's capital projects please visit the Library's Capital Projects webpage: <https://www.queenslibrary.org/about-us/capital-projects#bg-largeview-about>

### **V. SCOPE OF WORK**

#### **SECTION 1 – ARCHITECTURAL DESIGN SERVICES**

##### **1.1 Architectural Design Services - Types of Work**

The Consultant shall provide architectural design services on an "as needed" basis, by Statement of Work ("SOW"), as assigned by the Library, to perform the following services at any designated Library site as more fully described in this Section below.

A. Architectural Design Services

In general, the Statement of Work for these assignments will consist of but are not limited to:

1. Predesign Services such as the preparation of project development and economic feasibility studies, site selection and analysis, information gathering and programming survey and documentation of existing conditions;
2. Schematic Design Services such as inspecting the project requirements, inspecting the project program, inspecting the project schedule, and inspecting the project budget; preparation of drawings and other documents illustrating the scale and relationship of all project components;
3. Design Development Services such as the preparation of drawings and other documents that fix and describe the size and character of the project as to the architectural, structural, mechanical, and electrical systems, and materials and such other elements as may be required and appropriate;
4. Construction Documents Services such as the preparation of drawings and specifications setting forth in detail the requirements for the construction, occupancy, and functioning of the project; assistance in obtaining bids or negotiated proposals, assistance in awarding and preparing contracts for construction and furnishing assistance in preparing and filing the documents required for approval of governmental authorities having jurisdiction over the project;
5. Construction Administration Services including advising and consultation during construction and furnishing until final payment, occupancy, and or period of correction has been completed, visiting the site at intervals appropriate to the stage and schedule of construction, determining if the work is being performed in accordance with the contract documents; take appropriate action upon contractor's submittals such as shop drawings, product data, samples, change orders, and construction change directives;
6. Preparation and evaluation of project costs including preliminary and detailed estimates of construction, equipment, furniture, and furnishings costs ; constructability review, and value engineering;
7. Post Occupancy Evaluation as a comprehensive examination of the project's performance after it has been built and used or occupied;
8. Preparation and evaluation of project schedule including preliminary and detailed timelines, milestone dates, and sequence including phasing and;
9. Typical Architectural Design Assignments may include, but are not limited to:
  - a. Site work, Landscape, Hardscape and Reading Garden design;
  - b. Construction of new building or renovation, remediation or addition to an existing building;

- c. Urban design, including consideration of project siting, massing and relationship to adjacent buildings and related work;
- d. Information Technology and Data and Telecommunication infrastructure design;
- e. Audio, Video, Acoustic and Lighting design;
- f. Site design, including consideration of pedestrian and vehicular circulation, parking, conditions both adjacent and on-site, zoning regulations, campus needs and environmental effects and related work;
- g. ADA compliance and accessibility, health and safety improvements;
- h. Interior design including furniture, furnishings, equipment, architectural woodwork, and shelving;
- i. Innovative materials, technology, envelop and façade and equipment systems such as photo-voltaic and gray water reclamation systems;
- j. Roof design and construction including green roof systems and rooftop gardens;
- k. Specialized security and surveillance systems such as card access and closed circuit television;
- l. Presentations and renderings;
- m. Environmental design services including surveying and testing for hazardous materials;
- n. Vertical conveyance systems such as elevators, lifts, and escalators;
- o. Graphics, signage and wayfinding;
- p. Integration of proprietary building systems, technology, construction, and design standards;
- q. Commissioning and authorization and;
- r. Sustainability and well building design.

## B. Building Envelope Design Services

Building Envelope Design Assignments may include, but are not limited to:

1. Restoration, rehabilitation and replacement of building envelope components such as roofs and associated work to guards, railings, access hatches and stairs, ladders flashing, coping and parapet walls, masonry restoration; pointing; structural repair of shelf angles, lintels, columns and beams; window, clerestory, skylight repairs and/or replacement; repair or replacement of other building façade systems;

2. Local Law 11 evaluation and repairs/improvements including the preparation and filing of LL11 reports with the NYC Department of Buildings.

C. Historic Preservation Design Services

Historic Preservation Design Assignments may include, but are not limited to:

1. Additions to or renovations of landmark or historically significant structures;
2. Renovation or restoration of existing landmark or historically significant buildings with High Performance Systems consistent with LEED and Well Building Standard;
3. Architectural lighting systems, and;
4. Specialized surveillance, security, and access systems.

D. Landscape Design Services

Landscape Design Assignments may include, but are not limited to:

1. Landscapes at new facilities;
2. ADA sidewalks and paths;
3. Vehicular access and parking;
4. ALU (automated library unit);
5. Restoration of existing landscapes;
6. New specialized native plant landscapes;
7. Landscapes intended for improved drainage/storm water control, and;
8. Landscape illumination.

E. Signage and Interpretation Design Services

Signage and Interpretation Design Assignments may include, but are not limited to:

1. Maps and wayfinding directories and Kiosks;
2. Building identification signs;
3. Building directories and wayfinding signs;
4. Department and room identification signs;
5. Historic or landmark buildings identification and informational signs;

6. Donor recognition signs or plaques;
7. Flag Pole and associated illumination, and;
8. Signage and associated illuminations.

### 1.2 Procedure - Generally

The Library anticipates awarding projects to selected firms on the followings basis:

1. An award at the Library's sole discretion and the Library's determination of a fair and reasonable Maximum Design Fees as a Percent of Total Construction Cost or hourly rates;
2. On a lump sum basis at the sole discretion of the Library up to \$50,000. (Lump sum projects that exceeds \$50,000 shall require competition among the selected firms.)
3. Through competition among the selected firms:
  - a. The Library will send a written description of the assignment and the criteria that will be used for selection. The Library shall also detail the pricing format to be either Maximum Design Fees as a Percent of Total Construction Cost, hourly rates or lump sum pricing.
  - b. At Library's sole discretion, firms may have the opportunity to inspect the site and review documents. The Consultant shall submit, within the prescribed timeframe, a written proposal response to the proposal documents with a cost proposal, based upon a format that will be provided by Library.
  - c. The written proposal response will be reviewed and evaluated by Library according to the criteria The proposal response that best meets the criteria will be selected for the SOW order assignment at a cost determined by Library to be fair and reasonable.
4. The Library may enlist the services of an Owner's Representative or Construction Manager on a given project. References to the Library in the Scope of Services set forth herein may include the Owner's Representative or Construction Manager, as a representative of the Library, in the event that the Owner's Representative or Construction Manager is used for a specific project.

### 1.3 Statement of Work ("SOW") Responsibilities

1. The Consultant shall provide, to the satisfaction of the Library, design and construction administration and other related services in accordance with the Project specified in the SOW.
2. The Consultant shall not perform services hereunder until the Library has issued a SOW.
3. The Consultant shall be paid for such services based on the cost proposal accepted by Library.
4. Consultant Proposals: The Consultant agrees to submit Project Specific Proposals, at no cost to Library, in response to Project Specific Proposal Documents issued by the Library. The



Consultant shall not be entitled to any compensation for costs incurred in connection with the preparation of such proposals.

5. Once the SOW work has begun, the Library shall designate a Project Manager as its representative. The Project Manager shall attend SOW progress meetings scheduled by the Consultant.
6. The Library shall furnish information and/ or survey of the site, which may include giving grades and lines of streets, alleys, pavement and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, elevations at grid points; locations, dimensions, and data pertaining to existing buildings, utilities and trees; a schedule or time frame within which the work must be completed, and other requirements for the project. If there are no historic plans and drawings available, Library may in its sole discretion, as necessary, assign such research work to the Consultant.

#### 1.4 Statement of Work (“SOW”) Services

1. Issuance of SOWs by the Library: Throughout the term of the Contract, as the need arises for Architectural Design Services, the Library shall issue a SOW to the Consultant. The Library may issue separate and/or change order to the Consultant for the performance of services for different phases or portions of the Project. Each SOW issued hereunder will specify the items set forth below, and may specify additional items as appropriate:
  - a. Scope of Services;
  - b. Complexity / Simplicity Factors; and
  - c. Evaluation Criteria.
2. Change Order: In the event of any changes to the SOW, the Library shall issue a change order to the Consultant. The Consultant shall be bound by the terms and conditions of any such change order issued by the Library.

#### 1.5 Scope of Required Additional Services

When required, the Consultant shall provide the following:

1. Survey and assessment of existing conditions, including testing, sampling and analysis, including investigation for presence of hazardous materials;
2. Presentation of design alternatives with cost estimates;
3. Response to comments of the Library;
4. A design acceptable to the Library within projected budget;
5. Layout & specification of furniture, furnishings, equipment and proprietary items and systems;
6. Attendance at project meetings and production of minutes that includes but is not limited to;

list of attendees, items needing clarification, resolution, action items, and deadlines to ensure adherence to the project budget and schedule.

7. Cost estimates / value engineering / budgetary adjustments at each phase of Design – Pre-design, Schematic Design, Design Development, 60% Complete Construction Documents, 100% Complete Construction Documents;
8. Bid documents (drawings, project manual, specifications);
9. Obtain approvals from Library and all State and or City oversight agencies;
10. Assistance and preparation of bidding documents;
11. Construction administration phase services, including submittal reviews and construction oversight;
12. Supporting metrics and calculations (i.e. lighting / acoustics); and
13. Other architectural services required to successfully complete the project.

#### 1.6 Deliverables

The Consultant shall include the cost of all submissions and deliverables relating to the tasks and assignments as set forth in the SOWs as assigned by the Library in the Cost Proposal, except for items specifically identified as reimbursable expenses.

The deliverables that Consultant may be required to provide, in digital or printed form, during the course of the Project are as follows:

1. Firm brochures of similar projects for Board of Trustees;
2. Pre-design alternatives, with estimates based on initial project scope and budget;
3. Schematic Design, with estimates based upon initial project scope and budget;
4. Design Development and outline specifications with a cost estimate that demonstrates adherence to the project budget;
5. 60% Complete Construction Documents, including specifications with a cost estimate that demonstrates adherence to the project budget;
6. 100% Complete Construction Documents (Construction Documents) and complete specifications with cost estimate that demonstrates adherence to the project budget;
7. Bid Documents (drawings, project manuals, specifications);
8. Interim documents throughout all design phases for review, as required;
9. AutoCAD dwg files, approved submittals, product literature, training and operating manuals;

10. As-Built drawings reviewed by the Consultant;
11. Reports of the review and analysis of the Project Schedule prepared by others, with monthly updates as the project develops; and
12. With respect to each phase, in response to all comments provided by Library, the Consultant shall provide written responses.

## **SECTION 2 – PRE- DESIGN PHASE**

### 2.1 Consultant shall:

1. Visit and thoroughly inspect the Project Site, including any structures and natural or manufactured features to be modified;
2. Familiarize itself with the survey of the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project;
3. Familiarize itself with Library’s layout and design requirements and standards, conceptual design objectives and Approved Construction Budget;
4. Report any code violations;
5. Familiarize itself with pertinent Project information and programming needs;
6. Review and analyze all Project geotechnical, Hazardous Substance, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations, and advise Library of additional testing requirements;
7. Familiarize itself with, review and analyze local zoning restrictions and requirements including:
  - a. Determining the compliance (or noncompliance) of the proposed structure(s) with the zoning codes, rules and regulations of the City of New York;
  - b. Completing the Library’s “Planning and Zoning Information Form” and;
  - c. Submitting the “Planning and Zoning Information Form” to Library for review;
8. Review the New York City Building Code and Project with New York City Building Department officials and related agencies to determine Project requirements;
9. Gather any other information necessary for a thorough understanding of the Project;
10. Prepare the Predesign Plan and Report for presentation as deliverables; and
11. Attend the Project kick-off meeting.

### 2.2. Consultant shall develop a Predesign Plan and Report to include, without limitation:

1. A series of alternate solutions/options that explore a full range of building and site development possibilities including alternative mechanical, plumbing, electrical and structural considerations;

2. A basic Project strategy by addressing critical relationships among program elements;
  3. A cost estimate based upon measurement of physical characteristics, using costs appropriate for the type of work and design stage, based upon experience and nationally recognized Construction Specifications Institute (CSI) based estimating systems using most accepted standard cost estimating system acceptable to Library, and including an appropriate design contingency, bidding contingency, contractor's overhead and profit, escalation and trade contractor or construction manager general conditions costs as directed by Library; the estimate shall be prepared using the Library-provided "Cost Estimating Workbook;" upon prior written approval of Library, Engineer may prepare the estimate in an alternative format, provided the estimate includes, at a minimum, all information contained in Library-supplied format;
  4. Incorporating the response of Library, and of those it designates, to the alternate solution, one overall solution or combination of solutions that best address the needs of Library;
  5. A completed "Planning and Zoning Information Form" for review and comment. With massing diagrams showing all height, set-back, and sky exposure plane requirements and pertinent calculations;
  6. Identify all applicable codes and local laws relevant to the project; and
  7. Identify building and space occupancy groups, construction classifications, egress requirements, fire separation requirements, energy code and other applicable code requirements.
- 2.3 Delivery of Predesign Report - Within the timeframe agreed upon in consultation with and subject to the approval of Library, the Consultant shall deliver to Library copies of the Predesign Report. Library shall request revisions to such Report, in its best interest.
- 2.4 Acceptance of Predesign Report - After Library has accepted such Report, the Consultant shall prepare and submit copies of the revised Report if required. (Summary of Requirements, Documentation, Site Analysis, Space Standards, Master Plan Report.)
- 2.5 Design Reviews: The Consultant shall provide written responses to all design review comments provided by Library and its consultants.

### **SECTION 3 - SCHEMATIC PHASE**

- 3.0 The Consultant shall prepare schematic drawings and studies in strict compliance with each and every requirement of all applicable building codes and regulations. The Consultant shall review programs furnished by Library to ascertain the requirements of the Project and shall review the understanding of such requirements with Library.

The Consultant shall submit drawings and descriptions for:

1. Project Location Plan;

2. Site Plan - Shall include location of building or buildings in relation to the immediate area around it, all existing and/or proposed necessary utility lines, grading and site improvement, lighting, walks, roads and parking and basic topography to the extent of existing information;
3. Floor Plan shall include all required spaces, doors, windows, stairs, square footage, planned occupancies, exits and major items of fixed equipment, and illustrating reasonable compatibility with adjacency, workflow, and routing of mechanical and electrical services;
4. Program space numbers shall be used to identify programmed spaces. Programmed and actual areas shall be indicated on the plans;
5. Sections shall include major cuts in a minimum of two directions for all structures with basic vertical dimensions;
6. Elevations;
7. Flow diagram to show circulation and egress. Stair, corridor, exit, and plumbing fixture count to show compliance with New York City Building Code;
8. General description of Project indicating intent and use, architectural concept, conformance to requirements, zoning, lot coverage, codes followed, material and methods of construction, toilet and exit calculations, heating and air conditioning systems and security systems;
9. Energy model analysis and load calculations;
10. Submit gas and electric load letters to utility companies to request new service layout;
11. Preliminary estimate of Construction Costs and an economic justification of systems with cost benefit analysis including operation costs;
12. Outline Specifications for Site Development, Architectural, Structural and Mechanical;
13. Planned growth and expansion;
14. Special purpose areas;
15. Building service and maintenance areas;
16. Sustainable design planning and construction measures and goals which may be applicable to the project; and
17. The Consultant shall provide minutes of all meetings and reports of all reviews and comments received from others. Meetings shall be held on a biweekly basis.
- 3.1 Delivery of Schematic Report - Within the timeframe agreed upon in consultation with and subject to the approval of Library, the Consultant shall deliver to Library the Schematic documents for the Project which shall conform to all provisions of this Contract.
- 3.2 Acceptance of Schematic Design Documents - After Library provisionally accepts a

Scheme, the Consultant shall incorporate all changes requested by Library if any and prepare and submit copies of such Scheme to Library together with a revised cost estimate of the Scheme.

3.3 Design Reviews: The Consultant shall provide written responses to all design review comments provided by Library and its consultants.

**SECTION 4 - DESIGN DEVELOPMENT PHASE** - Upon acceptance and written approval by Library of the Schematic Design documents and any adjustments authorized by Library in the Program or Project Budget, the Consultant shall prepare and submit to Library for approval copies of the following documents:

1. Preliminary plans, studies and drawings including, but not necessarily limited to, layout plans, types of equipment, furniture and equipment layout for all rooms and spaces, and any additional documents listed in the Specific Requirements which define and describe the size and character of the entire Project as to architectural, structural, plumbing, mechanical and electrical systems, materials and such other elements as may be appropriate;
2. Outline Specifications separated into each of the required Divisions ( For purposes of this Contract, the word "Division" shall mean the construction categories in conformance with the master format of the Construction Specifications Institute (CSI) specifications or equal, not limited to: General Construction, Structural, HVAC, Plumbing, Electrical);
3. Preliminary detailed estimate of cost. Prepare and submit to Library for its approval, during the preparation of preliminary plans and outline specifications, a cost estimate based upon measurement of physical characteristics, using costs appropriate for the type of work and design stage, in CSI format using most accepted standard cost estimating system acceptable to Library, and including an appropriate design contingency, bidding contingency, contractor's overhead and profit, escalation and trade contractor or construction manager general conditions costs as directed by Library; the estimate shall be prepared using the Library-provided "Cost Estimating Workbook;" upon prior written approval of Library, the Consultant may prepare the estimate in an alternative format, provided the estimate includes, at a minimum, all information contained in Library-supplied format; this estimate is hereinafter referred to as the "Preliminary Design Cost Estimate." The Preliminary Design Cost Estimate shall be in sufficient detail to demonstrate to Library that the work designed is within the Library's Construction Budget. If the Preliminary Design Cost Estimate does not so demonstrate, then the Consultant shall, at no additional cost, revise the scope of the Project, described so that the work described is within the Construction Cost.
4. An analysis of the relationship of the designed gross and net square foot areas to programmed areas of the Project.
5. Energy Model analysis and load calculations.
6. The scope descriptions and cost estimates of such feasible design alternatives/options that will allow for construction contract award flexibility.
7. Updated Schedules as called for in Part I, Article 2.1.
8. Proof of filing with the New York City Department of Buildings and other governing agencies

as required.

- 4.1 Delivery of Preliminary Plans and Outline Specifications - Within the timeframe agreed upon in consultation with and subject to the approval of Library, the Consultant shall deliver to Library the Design Documents for the Project which shall conform to all provisions of this Contract.
- 4.2 Acceptance of the Design Documents - After Library accepts the Design Documents, with any revisions requested; the Consultant shall prepare and submit revised Design Documents incorporating all changes requested by Library - along with a copy of an updated estimate of cost for Library's acceptance if required.
- 4.3 Design Reviews: The Consultant shall provide written responses to all design review comments provided by Library and its consultants.

**SECTION 5 - CONSTRUCTION DOCUMENTS/BID DOCUMENTS PHASE: INTERIM AND FINAL STAGES** - Upon written notification by Library that the Preliminary Documents have been approved, and any further adjustments in the scope or quality of the Project, or in the Project Budget authorized by Library, the Consultant shall furnish by stage an interim set, ~~i.e.~~ sixty percent (60%) complete, for review, and then a set comprised of one hundred percent (100%) of all required construction contract documents prepared in such manner and form as to enable Library to award them under applicable law. Generally, these construction contract documents shall include, but not be limited to, the following:

1. Final designs, complete and detailed drawings and specifications, a detailed cost estimate for the contract(s) data necessary for preparation of the necessary bid information, bid forms, the conditions of the contract and the form of construction contract, all satisfactory to Library. All required alternates shall be provided.
2. The equipment shown on the construction documents shall include such fixtures or appliances as shall become a fixed part of the Project and as are essential to render the Project fit for the use intended. The Consultant shall also plan and provide for adequate and proper space for movable equipment and all necessary connections thereto, as set forth in the program.
3. Schedules as referred to in Part I.

5.1 The construction documents and final bid documents:

1. The construction documents shall be complete by stage, at sixty percent (60%) and at one hundred percent (100%), incorporating all comments from the previous design review, with all drawings finished at the one hundred percent (100%) stage so that no additional data, changes or information are required, and with all specifications completed so that no additional data, information or changes are required. The 100% submitted construction documents shall be reviewed by Library. The final Bid Set (documents) shall incorporate all comments on the 100% construction documents;
2. The final Bid Set (documents) shall be fully coordinated and, at the one hundred percent (100%) Bid Document stage, biddable and constructible for Library's contractor, and

include for the stage all architectural and engineering drawings, plot plans, all floor plans, sections, elevations, details, soil exploration data, schedules and other data required for the stage;

3. Take into account existing Site features and structures, and safely and efficiently integrate the work into existing Site features and structures;
4. Include all labor, material, and equipment necessary to the work;
5. Portray work which meets Library's disclosed, demonstrated or documented aesthetic, functional and operational objectives;
6. Comply with all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies designated by Library or having jurisdiction over the Project in effect on the date the documents are delivered to Library;
7. Bear the signature and seal of the Consultant at the one hundred percent (100%) stage evidencing full responsibility for all designs and contract documents provided for under this Contract;
8. Be included with and prepared in accordance with Library's standard construction contract documents, such that they be fit and proper for the purpose intended;
9. Show all required and completely annotated Site Plans, Floor Plans, Reflected Ceiling Plans, Roof Plans, Elevations, Sections, Schedules, Diagrams, Details and other items as necessary to show all materials and systems required by the Project and to clearly delineate the work required for each contract for construction; and
10. Include a quality assurance plan for each seismic system and main wind force-resisting system in accordance with the applicable Building Code, for example, that of the State of New York.

5.2 Preparation of Contracts - The Consultant shall, at the direction of Library, prepare drawings and specifications appropriate to the stage, and at the one hundred percent (100%) stage to permit the awarding of contract(s) for the construction of the Project. In addition, it may be required to prepare separate contract documents, when necessitated by the requirements and staging of the Project, for elevators, escalators, and equipment, and for demolition, excavation and foundation work. Determination of the type of separate contracts to be awarded shall be made prior to the start of the Final Contract Documents and shall be made by Library after consultation with the Consultant. The Consultant shall also prepare necessary documents for various agreed alternate or separate bids which may be required to keep the cost of the Project within budget limits. All contract documents shall be coordinated promptly so as to preclude as far as possible the necessity for changes, adjustments or extra work orders during construction.

5.3 Project documents shall be developed in a digital format specified by Library to meet its current AutoCAD drawing standards and guidelines. The Consultant shall furnish to Library CAD and PDF drawing files on appropriate exchange media. Prior to commencing CAD work, the



Consultant shall obtain from Library the CAD requirements relating, but not limited to, AutoCAD version, drawing sheet formats and prototypes (digitized), layers, symbols, fonts, line types, block libraries, and shall follow those requirements.

#### 5.4 Narratives, Drawings and Specifications:

Narratives, drawings and specifications shall be prepared in accordance with Library's Design Submission Requirements document.

#### 5.5 Utility Information

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

#### 5.6 Certifications and Approvals

Upon completion of the one hundred percent (100%) construction documents, the Consultant shall certify to Library that all Contract Documents are complete and have been thoroughly checked for constructability, accuracy and for the coordination of all their parts and details and conformity to all applicable laws, ordinances and codes. The Consultant shall obtain all approvals from governmental agencies designated by Library and with oversight of the Project, such as the Fire Department, Building Department, and shall perform all work necessary to obtain the necessary Certificate(s) of Occupancy or Certificate(s) of Code Compliance or both.

#### 5.7 Cost Estimates:

The Consultant shall provide a cost estimate at each stage based upon a detailed take-off of labor, materials and equipment, based upon experience and nationally recognized Construction Specifications Institute (CSI) based estimating systems such as R.S. Means ® or other generally accepted standard cost estimating system acceptable to Library. The cost estimate shall provide quantities, unit costs for materials and equipment, labor units for the installation of the materials and equipment, and wage rates (including base rate, taxes, insurance and fringe benefits) for the installation of the materials and equipment. The cost estimate shall include an appropriate design contingency, bidding contingency, contractor's overhead and profit, special inspection and testing costs, escalation and change order contingency as directed by Library. Upon prior written approval of Library, the Consultant may prepare the estimate in an alternative format, provided the estimate includes at a minimum all information contained in the Library-supplied format. The Consultant shall provide a reconciliation with the previous cost estimates and the Construction Cost. The reconciliation shall include an explanation of any variances or overall increases.

#### 5.8 Schedule of Values:

The Consultant shall develop a schedule of values containing all components and activities necessary to successfully complete the construction work and such components and activities are to be included in the bid documents for each contract for construction. The schedule of values shall be transmitted electronically in a file type, layout and format specified by Library.

#### 5.9 Shop Drawings and Submittals:

The Consultant shall develop a definitive list of all shop drawings and submittals required by or necessary to the specifications and the Project, with this complete list to be included in the Bid Documents for each contract for construction of the Project. The list of submittals shall include, without limitation, a listing of all permits, licenses and comparable documents required by those designated by Library and authorities having jurisdiction over the Project, such as a certificate of occupancy, MEP permits and balancing reports. The Consultant agrees to develop the contractor's submittal list and enter submittals in the Library-designated Project Management System. In addition to the submittals required by the technical specifications, the Consultant shall include in its list pre- and post-construction submittals: all special guarantees, all warranties, all drawings, all operation-and-maintenance manuals, all permits, all licenses, all turn-over material quantity, all attic stock, all special tool turn over items, all certificates such as a certificate of compliance, all test results, all Library training, and all other close out items required or necessary for each specification section.

5.10 Testing:

The contract documents comprising those submitted by the Consultant at the one hundred percent (100%) stage shall include specifications for testing services as required by Library. The testing services shall be provided by an approved laboratory or engineer.

5.11 Meetings:

The Consultant shall convene regular progress meetings on a biweekly basis and include at a minimum Library and the construction manager if one has been identified. The Consultant shall provide all minutes of each meeting to all attendees within seven (7) business days after the date of each such meeting.

5.12 Design Reviews:

The Consultant shall provide written responses to all design review comments provided by Library and its consultants.

5.13 Code Compliance:

The Consultant shall prepare and provide a report on Code Compliance, including any revisions due to changes in Project scope from the Design Development phase.

5.14

Sixty percent (60%) Stage - Within the timeframe agreed upon in consultation with and subject to the approval of Library, the Consultant shall deliver to Library sixty per cent (60%) complete construction documents conforming to all provisions of this Contract. This date so established shall be essential to this Contract.

5.15

One hundred percent (100%) Stage - Within the timeframe agreed upon in consultation with and subject to the approval of Library, the Consultant shall deliver to Library one hundred per cent complete construction documents conforming in all respects with all provisions of this Contract. This date so established shall be essential to this Contract.

**SECTION 6 - COORDINATION OF DRAWINGS** - Preparation of Composite Drawings: During each phase the Consultant shall coordinate the design of the architectural, furniture, furnishings, equipment, structural, plumbing, heating ventilating, air-conditioning, lighting, and electrical plans and specifications so that interference among and between the several trades on the basis of the design will be avoided. Toward this end, the Consultant shall prepare composite sections, drawn accurately to scale, which shall show the work of all trades in equipment rooms, corridors and all other areas involving the work of more than one trade, including, without limitation, necessary special drawings regarding tight spaces. Drawings of these composite sections shall indicate whether equipment, etc., is to be hung from above or supported from below. These composite drawings shall be complete with the start of the construction bidding phase and included as part of the contract drawings for each trade, in addition to the regular drawings with their own usual details and sections.

If, in the opinion of Library, the drawings are not sufficient in number or content to demonstrate the feasibility of all systems, Library reserves the right to require the Consultant to prepare an additional drawing or drawings at no additional cost to Library.

Any interference between trades caused by inadequate design or coordination of the contract documents will be the responsibility of the Consultant, and it will be required to prepare, promptly at no additional cost, feasibility of resolving interference found prior to or during the bidding period or during construction.

**SECTION 7 - RESPONSIBILITY FOR FINAL CONSTRUCTION COST** - The Consultant shall prepare and submit to Library for its review and approval, a complete and final estimate, based upon the final drawings and specifications, of all work necessary for the complete construction of the Project. If the lowest bid of the responsive and responsible bidder for the complete construction of the Project is in excess of the final approved estimate, the Consultant, to the extent necessary in Library's determination to bring the total construction cost of the Project within the approved final estimate, shall, subject to the acceptance of Library, revise all or any part of the final contract documents that Library may deem advisable, so that the Consultant's final estimate based upon such revised contract documents does not exceed the Library budget for complete construction of the Project. Notwithstanding any other provisions of this Contract, the Consultant shall perform the services required under the preceding sentence as Extra Services.

**SECTION 8 - SUBMISSION FOR REVIEW OF FINAL CONTRACT DOCUMENTS** - All drawings before being submitted to Library for final acceptance, shall bear the stamps of approval and be accompanied by all necessary applications, certificates, or permits of all City, State or Federal agencies having jurisdiction over any phase of the work. Prior to submission to such agencies, the Consultant shall supply Library for review purposes with complete sets of drawings and specifications, together with copies of the final detailed estimate of cost and construction schedule. Copies will be returned to the Consultant with the tentative acceptance or comments of Library.

8.1 Acceptance of Final Construction Documents. The Consultant shall deliver to Library two (2) weeks prior to the date set for advertisement for bids from contractors, the following documents:

1. Construction documents as approved by each Library-designated or required City and other government agency.

2. All final drawings revised where necessary to conform to comments by Library and bearing all required stamps of approval, including the seal and authorized facsimile of the signature of the Consultant. In addition, furnish one (1) copy of each drawing ready for duplication and for bidding and construction purposes, or as otherwise directed by Library.
3. One (1) copy of the final specifications, bulletins, addenda, etc., shall be submitted in clear legible form, acceptable to Library, printed on 8 1/2" x 11" white bond paper, properly collated and ready for photocopying or other direct machine-producing processes; one(1) copy shall additionally be submitted in electronic format.
4. One (1) complete set of the final estimates and reproducibles for same, to include:
  - a) A summary giving estimated cost for each Division of construction of the Project.
  - b) A cost breakdown containing items of work, quantities, unit prices and amount, for each Division. When alterations as well as new additions to existing structures are involved in the same contract, estimates shall be separated accordingly.
5. Construction Schedule as called for in Part I.
6. These documents shall not be deemed to have been accepted by Library until Library has so notified the Consultant in writing.

## **SECTION 9 - CONSTRUCTION BIDDING PHASE**

### **9.1 Bid Document Packages**

At the direction of the Library the Consultant shall prepare Bid Document Packages or specific portion of the Bid Document Packages in electronic or print form. The Consultant shall prepare and supply the necessary original set(s) of Bid Document Packages to Library for printing, bidding and eventual award of the contracts. Reimbursement for reproductions will be at cost.

### **9.2 Bid Questions and Clarifications**

At the direction of the Library, Consultant shall investigate questions posed by the bidders relative to bid document packages or any other questions related to the Project. Consultant shall supply the Library with answers to questions or if required a bid addendum for the Library to distribute to all bidders.

### **9.3 Pre-Bid Meetings and Bid Openings**

The Consultant shall attend every pre-bid meeting scheduled by Library. The Consultant shall be present at all bidders meetings and bid openings for all Projects called for in this Contract. Library will notify the Consultant as to the time and place of all bid openings for projects under this Contract.

### **9.4 Bid Reviews**

The Consultant shall attend Pre-Award meetings and assist Library and its consultants in reviewing and analyzing the bids, including research into the qualifications and capabilities of the apparent low bidders to determine the capability of the apparent low bidders to fulfill all bid and contract requirements. The Consultant acknowledges that Library may direct it to contact the bidders' references, view representative work, evaluate bid breakdowns, and evaluate the work and the references' comments in light of the contract requirements. The Consultant shall make recommendations to Library as to the award of the contracts.

#### 9.5 Additional or Modified Required Services

The Consultant acknowledges that Library may require additional or modified Services from time to time, for which the Consultant shall be compensated in accordance with its contract.

### **SECTION 10 - CONSTRUCTION PHASE SERVICES**

#### 10.1 Administration

1. The Consultant shall: (i) be Library's design representative during construction of the Project; (ii) consult with and advise Library on all design and technical matters; (iii) answer questions related to the Construction Documents or the Project; (iv) resolve all differences within and amongst the Construction Documents, and (v) draft for Library's review and execution Library's responses to the Contractor's correspondence. The Consultant shall supply Library timely throughout the duration of the work with copies of all correspondence, reports, comments, transmittals, requests, acted-upon shop drawings, and other submittals, and all other information relating to the Project. The Consultant acknowledges that time is an essential term of this Contract and of each contract for construction, and will perform its Construction Administration Services promptly and expeditiously.
2. As directed by Library, the Consultant shall convene and conduct progress meetings and all other meetings with those necessary to the progress of the construction. Library plans to hold job meetings on a biweekly basis and coordination meetings as required. The Consultant shall prepare detailed minutes of every meeting it conducts and, after obtaining the approval of Library to do so, issue the final version to the attendees, including, without limitation, the Contractor, the Library and other parties designated by Library from time to time to receive such minutes. The Consultant shall provide Library with the initial draft of minutes of a meeting within two (2) business-days after the date of the meeting and the final draft within (7) business days after the date of the meeting. The Consultant shall obtain and maintain a copy of all correspondence pertaining to the Project.
3. The Scope of Work is also inclusive of owner's representative and construction manager services as may be required by the Library.

#### 10.2 Interpretations and Clarifications

The Consultant shall render timely written and graphic, as appropriate, interpretations, clarifications, revisions, and decisions which are necessary or advisable for the proper and timely execution of the work. For example, from time to time the Consultant shall clarify or correct errors in the construction documents and clarify field conditions not covered in the contract drawings or specifications. Revisions to the contract drawings or specifications must be clearly and obviously

annotated. The Consultant's interpretations and decisions relating to architectural effect shall be final, if not inconsistent with the contracts for construction.

### 10.3 Submittals and Shop Drawings

1. In a timely manner of not more than (10) business days unless otherwise approved by Library in advance, the Consultant shall review, certify, approve, reject or take other appropriate action on, and return all submittals, such as shop drawings, product data and samples. On each submittal that it reviews, the Consultant either shall indicate its acceptance or approval of the submittal or shall indicate the changes to be made for such shop drawings and samples to conform with the contract drawings and specifications. The Consultant shall not accept or approve any submittal unless, and the Consultant shall accept or approve a submittal only in the event, the Consultant finds such submittal conforms with: (i) the Project design concept; (ii) the Construction Documents; (iii) the contracts for construction; and, (iv) Library's approved Construction Cost. The Consultant shall use the Library-designated Project Management System to record the dates it receives each submittal from and returns it to the contractor, the findings of the Consultant's review, and other pertinent information pertaining to each submittal.
2. After Library directs the Contractor to start work, on a monthly basis the Consultant shall submit to Library a complete list of all of the shop drawings required for the construction contract. The Consultant shall include in such list the names of the Contractor's sub-contractors and vendors, titles of shop drawings, the date each drawing is due to be submitted in accordance with approved schedules; in particular for the drawings submitted to the Consultant, the list shall include the dates of issue, receipt, checking, return for correction, re-submission and final approval, and any other information that will provide Library with clear information about the status of the shop drawings.

### 10.4 Equals and Substitutions

For convenience, the Construction Documents, whether on the drawings or in the specifications or elsewhere, establish a standard of performance or quality by identifying any material, article or piece of equipment by reference to a manufacturer's or vendor's name, trade name, catalog number, the make or otherwise. The Consultant shall promptly, and in accordance with all Project-schedule requirements, review and approve, reject or take other appropriate action with respect to each submittal that is a proposed substitution, or "equal," for any item so identified or any item otherwise required by the construction contract. The Consultant may accept or approve only such proposed substitution in the event, if any, the Consultant determines that such substitution conforms with: (i) the Project design concept; (ii) the performance, the quality and the function of the required item which it will replace, with no loss of performance, quality or function by such substitution; (iii) the durability, maintainability, strength, energy cost, and noise parameters of the required item which it will replace; and, (iv) the cost limitations set by the Project budget. The Consultant may neither accept nor approve any proposed substitution that the Consultant determines fails to meet any of these criteria.

### 10.5 Testing

The Consultant shall promptly, and in accordance with all Project schedule requirements, review

and evaluate the results of all inspections, tests and written reports required by Library and by any governmental entity designated by Library or having jurisdiction over the Project. The Consultant shall take appropriate and timely action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Consultant deems appropriate. The Consultant shall reject promptly work that does not conform and comply with testing requirements.

#### 10.6 Special Testing

The Consultant shall provide for prompt inspection or testing of any work in addition to that required by Library or governmental entities designated by Library or having jurisdiction over the Project when such additional inspections and testing are necessary or advisable, whether or not such work is then fabricated, installed or completed. The Consultant shall take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Consultant deems appropriate. The Consultant shall reject promptly work that does not conform and comply with testing requirements.

#### 10.7 Interpretation of Construction Documents

The Consultant shall act as initial interpreter of the requirements of the Construction Documents. The Consultant shall render any assistance that Library may require from time to time with respect to any claim or action in any way relating to the Consultant's services during or subsequent to the design or construction of the Project including, without limitation, review of claims, preparation of technical reports and participation in negotiations, whether before or after it has otherwise completed performance of this Contract, and without any additional compensation therefore.

#### 10.8 Schedule Management and Update

1. From time to time and periodically, the Consultant shall review, analyze, and evaluate the schedule for the construction of the Project and all updates to the schedule, and report its findings to Library.
2. The Consultant shall monitor the progress of the work in all phases and advise Library of those events which the Consultant determines may prevent any Contractor from achieving a key milestone. After reaching such a determination, the Consultant shall recommend to Library the steps that Library may take to mitigate its damages from the expected failure to meet the milestone and the course of action that Library may require the Contractor to take in order to meet such milestone.
3. Determine the cause of and responsibility for any delays and notify Library promptly of each such delay. If any Contractor(s) falls more than two weeks behind in their schedule or if the quality of work is not acceptable, the Consultant shall recommend to Library the actions to be taken to perform the work properly on time.

#### 10.9 Visits to the Site, Construction Inspections and Rejection of Work

1. The Consultant shall visit the Project Site with sufficient frequency to familiarize itself with the progress and quality of the work and to inspect the work to determine compliance of the work with:

- a. The Construction Documents, including approved shop drawings and other submittals;
  - b. The Construction Schedule; and,
  - c. Applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies designated by Library or having jurisdiction over the Project.
2. The Consultant shall attend the Construction kick-off meeting. The Consultant shall attend regular job site meetings with Library's representatives and consultants, the Contractors and others necessary to the subject matter of the meeting.
3. Each on-site construction inspection shall be conducted by an experienced, qualified representative of the Consultant who is knowledgeable about the Project and competent in each discipline, which has trade activities in progress at the time of the inspection. The Consultant shall perform structural observation to the extent such observation is in accordance with the relevant Building Code. Within forty-eight (48) hours after any inspection, the Consultant shall prepare a record of each inspection and enter it in the Library-designated Project Management System.
4. The Consultant shall exercise care and diligence in discovering and reporting to Library its findings as a result of each of its visits, including defects and deficiencies in the work, and shall recommend to Library appropriate courses of action with respect to such defects and deficiencies, if any. The Consultant shall record in the Library-designated Project Management System the results of each visit.
5. The Consultant shall review promptly the Contractor's periodic, proposed requisitions for payment, and, if appropriate, adjust each requisition to reflect payment for the progress of the work as of the date of the requisition. The Consultant shall approve for Library to pay the Contractor only the sum set forth in a requisition verified by the Contractor when that sum is combined with all sums approved for payment by the Consultant and the cumulative total of these sums is no greater a percentage of the total contract price, i. e., the price bid adjusted by change orders, than the percentage of the work that the Consultant finds to have been completed by the Contractor as of the date of the requisition. The Consultant shall not approve for payment to a Contractor any other sum. In the event the Consultant approves no payment or only a partial payment, the Consultant shall advise Library and the Contractor of the reasons for such a determination.
6. The Consultant shall disapprove or reject promptly all work that does not comply with:
  - a. The Contract Documents, approved shop drawings and other accepted submittals; or
  - b. Applicable laws, statutes, building codes, rules or regulations of all governmental, Public and quasi-public authorities and agencies designated by Library or having jurisdiction over the Project.
7. After it reaches any decision to disapprove or reject any work, the Consultant shall notify



immediately Library and the Contractors, and shall issue a notice of non-compliance using the Library-designated Project Management System.

8. As directed from time to time by Library, inspect a designated stage of work to determine its completion status and report in writing to Library either:
  - a. That all work specified for the stage by the Contract Documents is complete and acceptable in accordance with the Contract Documents; or
  - b. That such work is incomplete and specify what additional work must be completed to meet the contract requirements.

Such report shall state that it is made to the best of the Consultant's ability after its review of all relevant information. A similar inspection and report shall be made at the completion of the contract(s).

#### 10.10 Minor Changes, Change Order Requests and Change Orders

1. The Consultant shall review each field order and change order for its effect on design criteria, shall analyze the required quality and quantity of materials and labor in such orders, and shall make appropriate recommendations to Library regarding such orders and their impacts. The Consultant shall analyze the cost, and perform an economic evaluation, of each claim for contract cost adjustment resulting from change orders or field orders, or both, and shall recommend approval or disapproval to Library for processing.
2. The Consultant shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
3. The Consultant shall execute from time to time, as required by Library, any document, for example a final change order, that reflects its approval or disapproval of each such change.

#### 10.11 Construction Completion

1. When the Contractor believes that the work is finally complete, the Contractor is required to and will notify Library and the Consultant that the work is ready for final inspection. Upon receipt of such notification, the Consultant shall coordinate with Library and the Contractor for the joint inspection by the Consultant, the Contractor and Library on a date or dates to be fixed by Library, such as within thirty (30) to forty-five (45) days prior to the time Library is scheduled to take over, use, occupy, operate or accept any part or all of the Project.
2. As directed by Library, the Consultant shall inspect a designated stage of work to determine its completion status and report in writing to Library either:
  - a. That all work specified for the stage by the Contract Documents is complete and acceptable in accordance with the Contract Documents; or
  - b. That such work is incomplete and specify what additional work must be completed to meet the contract requirements.

Such report shall state that it is made to the best of the Consultant's ability after its review of all relevant information.

3. At the Construction Completion inspection, the Consultant shall:
  - a. Inspect the work;
  - b. Determine whether the Contractor has completed satisfactorily all items of work;
  - c. Determine whether the installed and completed work complies with (a) the Contract Documents, (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies designated by Library or having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
  - d. Determine whether required inspections and approvals by those designated by Library or those having jurisdiction over the Project have been satisfactorily completed;
  - e. Determine, in consultation with Library, whether the work is finally complete;
  - f. Specify, review, evaluate and summarize for presentation to Library the Consultant's analysis of all 'closeout' data delivered to the Consultant, such as:
    - i. Operation and maintenance manuals for all equipment and systems, including, without limitation, maintenance check lists, maintenance schedules, and replacement schedules;
    - ii. Complete diagrams and 'as-built' drawings of all mechanical, electrical and plumbing systems, including, without limitation, descriptions of each system's components, with relevant catalog cuts, and of the location of each, such as switchboards, panels, pumps, air conditioning equipment, fans, air handling equipment, coils, dampers, heating equipment, and ductwork;
    - iii. Complete valve charts of all mechanical systems, such as cooling, heating and plumbing; these charts shall indicate location and function of each main valve in the respective systems;
    - iv. All available manufacturers' catalogs, specifications, installation procedures, and replacement parts list for building equipment and architectural products installed under the construction contract;
    - v. All permits, licenses and comparable documents issued by governmental entities designated by Library or having jurisdiction over the Project and related to Library's authorized use of each component of the Project; and
    - vi. All warranties, guarantees and related bonds, if any.
4. If the Consultant determines that the work is not finally complete, the Consultant shall designate or describe in writing the incomplete portions of the work. After the contractor

notifies Library and the Consultant that the work is complete, the process of the Construction Completion inspection shall be repeated. The Consultant will repeat the process of specifying what work is incomplete and inspecting the nominally completed work until the Consultant determines that the work is finally complete;

5. The Consultant shall complete Library's Notice of Construction Completion form, including a list of exceptions, if any, and a schedule for their completion;
6. The Consultant shall assist Library as required in the commissioning of the Project, which will be done by others; and
7. The Consultant shall obtain Certificates of Occupancy for projects that involve new buildings or Type 1 Alterations.

#### 10.12 Submittals to Library

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

#### 10.13 Documentation

The Consultant shall prepare and deliver to Library, prior to final acceptance of any identified phase of construction, the operation and maintenance documentation for the respective phase of construction.

### **SECTION 11 – GREEN AND CLEAN BUILDINGS**

1. The Consultant shall follow the guidelines for the construction of "Green Buildings", including guidelines related to New York State Tax Law §19, which created the Green Buildings Tax Credit, and to the United States Green Building Council's (USBGC) Leadership in Energy and Environmental Design (LEED™) rating system, in all buildings subject to the requirements of New York State Executive Order 111, issued June 10, 2001. In the event the Consultant finds it impractical to follow any portion or all of such guidelines in the performance of its Services, it shall notify Library before it deviates from such guidelines, explain in writing the reasons for its finding that such performance is impractical, and propose to Library its alternate Services. The Consultant shall not deviate from these guidelines without Library's prior written acceptance of alternate Services.
2. The Consultant shall be required to demonstrate compliance with the New York State Executive Order 111 requirement that a new building achieve at least a twenty percent (20%) improvement in energy efficiency performance relative to levels required by the State's Energy Conservation Construction Code, as amended. For substantial renovation of an existing building, each renovated building shall achieve at least ten percent (10%) improvement in

energy performance.

3. The Consultant shall incorporate into all specifications that it develops for new construction and renovation for this Project, energy-efficient criteria consistent with ENERGY STAR ® and any other energy efficiency levels as may be designated from time to time by the New York State Energy Research and Development Authority (NYSERDA).
4. The Consultant shall apply to the USGBC and, as a material term of this Contract, obtain from it under the LEED™ rating system a “Silver” certification of the Project.

## **SECTION 12 – COMMISSIONING**

1. The Consultant shall participate and provide services in the Building Commissioning Process as set forth in New York State Tax Law §19, which created the NYS Green Buildings Tax Credit 638, the United States Green Building Council’s LEED™ (Leadership in Energy and Environmental Design) rating system, New York State Executive Order 111 and the Library Building Commissioning Guidelines.
2. The Consultant shall provide the services of the “designer” as described in the regulations of the State of New York pertaining to the “Green Building Tax Credit,” i. e. 6 NYCRR § 638.8 Commissioning, as supplemented by Library in the DASNY Commissioning Guidelines. The Commissioning Engineer shall provide the services of the Commissioning Authority and the respective Contractor(s) shall provide the services of the Commissioning Agent as described in 6 NYCRR § 638.8 Commissioning, as supplemented by Library in the Library Building Commissioning Guidelines. The Commissioning Authority shall be contracted for directly by Library.
3. The Consultant shall perform the specific task(s) and provide the specific work product(s) required by 6 NYCRR § 638.8 Commissioning, as supplemented by Library in the Library Building Commissioning Guidelines. All work shall be performed and completed in full compliance with 6 NYCRR § 638.8 Commissioning, as supplemented by Library in the Library Building Commissioning Guidelines. The Consultant’s services shall include, but not be limited to the following:
  - a. Provide documentation of the Design Intent, the Basis of Design, and full sequences of operation for all equipment and systems;
  - b. Incorporate and coordinate the commissioning specifications in the construction documents;
  - c. Monitor and review systems commissioning and related documentation;
  - d. Review the commissioning plan;
  - e. Assist with and review pre-functional and functional performance test procedures and test results;
  - f. Assist with and review start-up, check-out procedures and checklists;

- g. Assist with, review, correct, and approve the systems and energy management manual; and
  - h. Provide all systems information as identified in this Contract.
4. The Consultant shall coordinate with Library, the Construction Manager, the Contractors and the Commissioning Engineer to achieve the successful commissioning of the Project systems.

**SECTION 13 – MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE PARTICIPATION GOALS**

- 1. Minority Business Enterprise and Women Business Enterprise participation goals will be communicated by the Library in each SOW.
- 2. Minority Business Enterprise and Women Business Enterprise participation goals may vary from SOW to SOW and the Library's source of funding and its requirements shall be a significant factor in determining participation goals.
- 3. Firms responding to this RFP should factor a thirty-seven (37) percent Minority Business Enterprise and Women Business Enterprise participation goal in providing its Maximum Design Fee and Maximum Hourly Rates.

**SECTION 14 – REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to compensation for Additional Services, and include the following expenses which may be incurred by Consultant, provided that Consultant has obtained prior approval from the Library:

- 1. Reproductions of printed materials;
- 2. Postage, handling, and delivery charges;
- 3. Travel expenses other for travel in excess of 75 miles, other than to and from the Project Site;
- 4. Expediter services; and
- 5. Conducting exploratory probes and/or tests to investigate concealed construction, as required based on existing conditions.

**VI. THRESHOLD CRITERIA**

Only Proposals submitted from Proposers who meet the following minimum threshold requirements, will be considered by the Library:

- i. Proposer must have a minimum of five (5) years of experience in providing architectural design services as described in the scope of services.

- ii. Proposer’s principal officers must have a minimum of ten (10) years of experience in providing architectural design services.
- iii. Proposer must have worked with public sector and/ or not-for-profit entities within the last three (3) years.
- iv. Proposer must have annual design service revenue excluding reimbursable expenses of at least five hundred thousand dollars (\$500,000) for three (3) years within the last five (5) years. Provide copies of the audited financial statements for each of the three years demonstrating annual design service revenue excluding reimbursable expenses of at least five hundred thousand dollars (\$500,000). If audited financial statements are not available, please explain why, identify how the Library can assess the financial condition of your firm and provide alternative documentation subject to the Library’s sole discretion to accept.

## **VII. PROPOSAL REQUIREMENTS**

The following is a list of the information that must be provided in the Proposal. A proposal that does not include all the information requested below may be deemed non-responsive and subject to rejection. **Proposals should respond to all areas listed below, in the order listed.**

Proposers shall indicate in their proposals what information, if any, is proprietary and confidential. Proposers are hereby advised that the Library is subject to the New York State Freedom of Information Law (“FOIL”). Material marked “Confidential and Proprietary” will be treated as such to the extent consistent with the obligations under FOIL, other applicable law, regulation or legal process.

### **A. Management and Qualifications**

In setting forth its qualifications, each firm shall provide the information requested below, as appropriate. Responses to this Section should be limited to twenty-two (22) single-sided pages in total (not including resumes), and shall be prepared on 8½ x 11-inch pages using at least 12-point type with standard margins no less than 1”.

#### **Cover Letter (2 page limit)**

A cover letter, which shall be considered an integral part of the submission, shall be bound with the submission and signed by the individual authorized to bind the firm contractually. In signing the cover letter, the firm agrees to be bound by the terms of this solicitation and its submission hereunder for no less than 180 days. The cover letter shall contain a statement that the firm’s work for the Library will not create any conflict of interest. If your firm believes that a conflict may arise, the nature of the conflict should be described – see question ~~16~~-15.

#### **General Information (20 page limit)**

Provide the firm’s legal name, address, tax ID number and state of incorporation for the contracting entity submitting the submission.

1. Provide a brief description of your firm, its history and ownership structure, and its number of employees. Also include any significant developments, or organization, ownership or financial structure changes that have occurred in the last three (3) years, or that you anticipate in the future.
2. Provide detailed information on how your firm meets the requirements of RFP section VI, Threshold Requirements:  
Only Proposals submitted from Proposers who meet the following minimum threshold requirements, will be considered by the Library:
  - i. Proposer must have a minimum of five (5) years of experience in providing architectural design services as described in the scope of services.
  - ii. Proposer's principal officers must have a minimum of ten (10) years of experience in providing architectural design services.
  - iii. Proposer must have worked with public sector and/ or not-for-profit entities within the last three (3) years.
  - iv. Proposer must have annual design service revenue excluding reimbursable expenses of at least five hundred thousand dollars (\$500,000) for three (3) years within the last five (5) years. Provide copies of the audited financial statements for each of the three years demonstrating annual design service revenue excluding reimbursable expenses of at least five hundred thousand dollars (\$500,000). If audited financial statements are not available, please explain why, identify how the Library can assess the financial condition of your firm and provide alternative documentation subject to the Library's sole discretion to accept.
3. Provide the name, title, address, telephone and e-mail address of the individual the Library should contact with respect to your submission.
4. The NYC Department of Design and Construction ("DDC") contracts with engineering, architectural and construction firms for large scale Library capital construction projects. For projects that are outside of DDC purview and typically smaller in size and lower cost, the Library procures engineering, architectural and construction firms as required.

Regarding the Library's historical and typical spend compared to DDC, the Library has three (3) currently active substantive renovation projects points towards an average construction value of \$3.9m with a minimum to maximum range of \$2.8 million to \$5.9 million compared to DDC's active thirty-eight (38) project portfolio having an average construction value of \$6.5 million with a minimum to maximum range of \$1.5 million to \$41 million. The Library also engages in lower dollar construction projects.

Confirm your understanding that this RFP and your firm's proposal is responding to Library direct projects that are typically smaller in size and lower cost than DDC Library projects.

5. Provide a summary of your firm's experience performing the Scope of Service, with specific references to work for public sector, not-for-profit corporations, library systems or other like-entities. Detail your firm's experience with the procurement practices and procedures with these entities.

6. Provide a narrative of describing your firm's proposed approach to library projects including the firm's understanding of the objectives and complexities of the project, methodology for tracking and maintaining the project's budget and schedule, and techniques for problem solving.
7. Describe how you would staff the engagement. To the maximum extent possible identify all of the individuals who will be involved in fulfilling the obligations and satisfying the Scope of Services under this RFP. When identifying those individuals, include the primary role and responsibilities of each, as well as the principal/senior officer who will serve as the Engagement Leader. Please provide resumes (not counted towards the page limit) for these individuals including years of employment in your organization and total years of experience.
8. Identify any additional services not covered in the Scope of Service sections that your firm believes may be of particular value to the Library. Please describe why you believe these services to be relevant.
9. Identify any services listed in the Scope of Services your firm is not able to perform and explain why you are not able to perform these services.
10. Provide a minimum of three (3) recent clients as references that best represent your ability to perform the Scope of Services (a "Reference Client"). Provide the Reference Client's name, contact person, title, email address, and telephone number. Please provide details on the work performed for each Reference Client, including, the length of any contract, construction costs, size of project in square feet, completion date and explanation of how the work performed is similar to the work required by the Library, as well as any other pertinent information relevant to representing your qualifications to perform the work.
11. Explain how you will safeguard and keep confidential the data and information provided by the Library to you.
12. Provide copies of your three (3) most recent audited financial statements. If audited financial statements are not available, please explain why, identify how the Library can assess the financial condition of your firm and provide alternative documentation subject to the Library's sole discretion to accept.
13. Identify any subcontractors that you plan to utilize as part of your proposed team. In addition detail how your firm intends to respond to a SOW that requires up to thirty-seven (37) percent Minority Owned Business Enterprise and Women Owned Business Enterprise participation goals. Detail your firm's experience in meeting Minority Owned Business Enterprise and Women Owned Business Enterprise participation goals. Please have each subcontractor complete Form # 3, Vendor Responsibility Questionnaire.
14. Discuss any past or present civil or criminal legal investigations, litigation or regulatory action involving your firm or any of its employees and any proposed subcontractor that could affect your role or ability to serve as a consultant to the Library. If none, include a statement that there are no past or present civil or criminal legal investigations, or pertinent litigation and or regulatory actions that could impact your firm's ability to serve in the required capacity.



15. Identify the nature of any potential conflict of interest your firm or any proposed subcontractor might have in providing consulting services under this solicitation to the Library.
- (a) Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the Library. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.
  - (b) State whether your firm represents any party that is or may be adverse to the Library.

You must certify in writing that your representation of the Library will not create any conflict of interest involving that firm.

**B. Cost**  
**(Not counted towards page limit)**

Provide your firm's **Maximum Design Fee as a Percent of Total Construction Cost** and **Maximum Hourly Rates** by using the tables below. Provide the Maximum Design Fee as a Percent of Total Construction Cost as a percentage. The Maximum Design Fee as a Percent of Total Construction Cost and the Maximum Hourly Rates must be the highest design fee and hourly rates (hourly rates are permissible to increase as per the CPI-U as detailed below) that your firm shall charge during the term of the contract and must include your firm's ability to meet the thirty-seven (37) percent Minority Owned Business Enterprise and Women Owned Business Enterprise participation goals.

**NOTE: Failure to provide the Maximum Design Fee as a Percent of Total Construction Cost and Maximum Hourly Rates as requested will result in a submission being deemed non-responsive. In addition RFP Section V, Scope of Services, defines and limits reimbursable expenses. Proposers that submit a schedule of reimbursable expenses will result in a submission being deemed non-responsive.**

In submitting its proposal, proposer agrees that the Maximum Design Fee as a Percent of Total Construction Cost will remain unchanged during the term of the contract.

Additionally, in submitting its proposal, proposer agrees that the Maximum Hourly Rates shall remain fixed and firm for the first two (2) years of the contract term and that increases for years three, four and five of the contract shall be subject to the annual January increase (not-to-exceed five percent) in the Consumer Price Index for New York, Northern New Jersey, and Long Island, as set forth by the U.S. Department of Labor, Bureau of Labor Statistics for each of the preceding contract years (i.e., the CPI for year 2). The Proposer that is awarded a contract under this RFP shall have the sole responsibility to submit to the Library a service rate adjustment request thirty (30) days prior to the effective date of the price increase, providing a copy of the index and other supporting documentation necessary to substantiate the request.

When the Library issues a SOW to selected contractor(s), the Library will specify if the project is subject to the Maximum Design Fee or the Maximum Hourly Rates. In responding to a SOW, contractor(s) may submit design fees or hourly rates that are lower but not higher than the Maximum Design Fee or the Maximum Hourly Rates that are in effect.

<b>Maximum Design Fee as a Percent of Total Construction Cost</b>
_____ %

Total Construction Cost – For the purpose of calculating the Maximum Design Fee as a Percent of Total Construction Cost based on a percentage of the “Total Construction Cost,” the Total Construction Cost for a project shall be defined as the total dollar value of all required construction work for the project, calculated in accordance with the bid prices contained in the construction contract(s), which have been accepted by the Library and paid for thereunder. The total actual cost of construction for the project shall be determined by the Library upon completion of the project. Such total actual cost of construction for a project shall not include the items set forth below:

- a) Any amounts of accepted change orders to construction contract(s) for the project, except where such change orders increase the scope of the work for the project;
- b) Any allowance amounts or otherwise designated amounts for construction work, whether for specified lump sum items or for unit price items, included in the original price for the construction contract(s), which remain unexpended at the conclusion of the project;
- c) Any amounts for bonus payments to the construction contractor(s), whether payment is by change order or through allowances provided in the construction contract(s);
- d) Any amounts for work omitted from the construction contract(s); and
- e) Any amounts for construction work which is determined to be defective, unsatisfactory or not in accordance with the construction contract(s), unless such work has been accepted by the Library subsequent to such a determination having been made.

<b>Maximum Hourly Rates</b>		
	<b>Firm and Firm's Subcontractor's Titles</b>	<b>Firm and Firm's Subcontractor's Hourly Rates</b>
1.		
2.		
3.		
4.		
5.		
<p><b>Please provide a single hourly rate for each title. If your firm or subcontractor's firm has multiple rates for each title, provide each rate. <u>Do not use the box to insert a range of rates.</u> Use additional rows if required.</b></p>		

### **C. Other (Not counted towards page limit)**

1. Firms must either provide a statement accepting the terms and conditions in the Library's General Terms and Conditions, Attachment 2, or must alternately identify any exceptions taken to the terms and conditions. If exceptions are taken, the firm must clearly identify the language that is being taken exception to and provide the suggested alternate language for each such exception. The nature and extent of exceptions, if any, taken by the firm to the Library's terms and conditions will be a factor considered in evaluating submissions. Firms that demonstrate a willingness to accept the Library's terms and conditions will be given more favorable consideration by the Library.

At any time during the RFP process, the Library, in its sole discretion, may reject a proposal that has exceptions to the Library's terms and conditions.

2. Firms shall indicate in their submissions what information, if any, is proprietary and confidential. Firms are hereby advised that the Library is subject to the New York State Freedom of Information Law ("FOIL"). Material marked "Confidential and Proprietary" will be treated as such to the extent consistent with the Library's obligations under FOIL or any other applicable laws, rules or regulations, and will not otherwise be disclosed by the Library except as necessary for the evaluation of submissions.
3. Firms shall confirm that they will meet the insurance obligations.
4. Firms to complete all forms if Attachment 1 and Attachment 3- Local Law 34.

## **VIII. EVALUATION AND SELECTION**

### **A. Evaluation Criteria**

A Selection Committee consisting of Library staff will evaluate the properly received proposals. This Selection Committee will make its recommendations to the Library for its determination as to its awards of a contract. The Selection Committee will consider the following factors, though not necessarily listed in the order of importance, in considering submissions:

1. The firm's previous experience in providing the proposed services to not-for-profit corporations, library systems, public sector and other similar clients. (25 points.)
2. The qualifications, experience and availability of the lead person(s) and team assigned to provide services to the Library. (25 points.)
3. The firm's proposed approach to library projects, including the firm's understanding of the objectives and complexities of library projects, methodology for tracking and maintaining the project's budget and schedule, and techniques for problem solving. The firm's experience with the procurement practices and procedures with entities similar to the Library. (20 points.)

4. Overall organization, completeness, and quality of submission, including cohesiveness, conciseness, clarity of response, demonstrated understanding of the Library, and degree of acceptance of the Library's terms and conditions in the Library's Standard Consulting Agreement. (10 points.)
5. The firm's demonstrated ability to meet the up to thirty-seven (37) percent Minority Owned Business Enterprise and Women Owned Business Enterprise participation goals. (20 points.)
6. The Library's determination that the Maximum Design Fee and Maximum Hourly Rates that are fair and reasonable.
7. Interviews, if conducted. (30 points.)

### **Selection Process**

The Selection Committee will evaluate all responsive proposals based on the criteria enumerated in Section VII, as referenced above. The Selection Committee may afford firms the opportunity to clarify submissions for assuring a full understanding of their responsiveness to the solicitation.

At the sole discretion of the Library, the Selection Committee may conduct interviews of Proposers found to be most qualified to perform the services required. Proposers selected for interviews will be notified in writing regarding the interview date(s).

The Library anticipates awarding multiple contracts to responsive and responsible firms whose proposals are determined to be the highest quality and most advantageous to the Library, taking into consideration the overall quality of the submission as measured against the evaluation criteria above, and a proposed Maximum Design Fee and Maximum Hourly Rates that are determined by the Library to be fair and reasonable.

Prior to the award of any contract(s) under this solicitation, the Library will conduct a vendor responsibility assessment and may require eligible firms to answer questions and provide additional information to supplement the information provided in the proposal, Vendor Responsibility Questionnaire or other materials to assist the Library in making such a determination. In its sole judgement, the Library may reject a proposal because of a vendor responsibility determination or other determination by the Library. The Library reserves the right to reconsider other proposals.

Responsive proposers will be notified in writing once a proposal has been selected.

## **IX. PROPOSAL INSTRUCTIONS AND CONDITIONS**

### **A. Limitations**

1. This RFP does not commit the Library to award a contract, pay any costs incurred in the preparation of a response, or procure or contract for services of any kind whatsoever. The Library reserves the right, in its sole discretion, to accept or reject any or all proposals as a result of the RFP, to negotiate with any or all firms considered, and to cancel this RFP in whole or in part. The Library reserves the right to request additional information from all Proposers.
2. Proposers may be requested to clarify the contents of their proposals. Other than to provide such information as may be required by the Library, no Proposer will be allowed to alter its proposal or to add new information after the RFP due date.
3. Proposers may be required to participate in negotiations and to submit any price, technical or other revisions to its proposal which may result from such negotiations.
4. Proposers must fully execute the forms contained in Attachment 1 and Attachment 3 and submit them with its proposal.
5. All material submitted in response to this RFP will become the sole property of the Library.

#### **B. Proposal Submission**

1. Proposals must include a cover letter indicating the mailing address of the office from which the proposal was submitted, the name and email address of the individual who will represent the firm as the primary contact person for the proposal, and the telephone number and email address of the primary contact person.
2. Non-responsive proposals include, but are not limited to, those that:
  - (a) Do not conform to the RFP requirements and instructions;
  - (b) Are conditional; or
  - (c) Contain a material omission(s).

The Library may waive minor informalities or irregularities in a proposal that are merely a matter of form and not substance, the correction of which would not be prejudicial to other proposers.

#### **C. Administrative Specifications**

1. All proposals must be irrevocable for one year and signed by an authorized officer of the firm.
2. The successful Proposer(s) must agree to provide the Library with audit access on request during the term of the contract and for 7 years thereafter.
3. The Library at any time and in its sole discretion, may terminate its contract with the successful proposer(s), or postpone or delay all or any part of the contract, upon written notice.
4. All Proposers are obligated to update any changes in their proposals prior to the proposal due date.

#### **D. Addendum, Errors and Omissions**

1. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, it shall immediately notify William Funk, in writing, of such error and request clarification or modification to the document.
2. Should the Library find it necessary to modify this RFP, a notice of that modification will be made by way of an addendum that will be posted to the RFP website.
3. If a Proposer fails to notify the Library of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of the error or its late correction.

#### **E. Debriefing of Unsuccessful Proposers**

Upon written request via email to William Funk, a debriefing will be scheduled with an unsuccessful Proposer after the Library has provided notice of its selection of one or more successful Proposer(s). Discussion will be limited to a critique of the proposal submitted by the Proposer requesting the debriefing. Comparisons between proposals or evaluations of the other proposals will not be discussed. Debriefings may be conducted in person or on the telephone, at the Library's discretion.