REQUEST FOR PROPOSAL
TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR TRANCHE #1 OF PHASE II OF THE SYRACUSE SCHOOLS COOPERATIVE SCHOOL RECONSTRUCTION ACT

Prospective Consultants:

The City of Syracuse and the Syracuse City School District, acting through the Joint Schools Construction Board, invite you to submit a proposal to provide Architectural and Engineering Services for Tranche #1 of Phase II of the Syracuse Schools Cooperative School Reconstruction Act.

Tranche #1 of Phase II includes projects at the following schools: Bellevue Elementary, Ed Smith K-8, Fowler High School, Frazer K-8, Grant Middle School, Huntington K-8, and Westside Academy at Blodgett.

The Joint Schools Construction Board is considering having several consultants provide architectural and engineering services for Tranche I, so your proposal can be for up to four (4) projects.

Thank you for your interest in submitting a proposal.

Sincerely,

Mary E. Vossler, CPA
Director of the City of Syracuse Office of Management and Budget
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REQUEST FOR PROPOSAL
FOR THE JOINT SCHOOLS CONSTRUCTION BOARD
TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR TRANCHE #1 OF PHASE II
OF THE SYRACUSE SCHOOLS COOPERATIVE SCHOOL RECONSTRUCTION ACT

ONE (1) ORIGINAL PROPOSAL, TEN (10) COPIES OF THE PROPOSALS AND FIVE (5) DIGITAL COPIES ON SEPARATE FLASH DRIVES OR CDS MUST BE RECEIVED PRIOR TO 2:30 P.M TUESDAY DECEMBER 22, 2015, AT THE FOLLOWING ADDRESS:

OFFICE OF MANAGEMENT AND BUDGET
ROOM 221 CITY HALL
233 EAST WASHINGTON STREET
SYRACUSE, NEW YORK 13202
ATTN: MARY E. VOSSLER, DIRECTOR

NO EXCEPTIONS

SPECIAL NOTE:
PROPOSAL PACKAGES MUST BE SEALED AND CLEARLY MARKED ON THE LOWER LEFT FRONT WITH THE RFP TITLE AS LISTED IN THIS SOLICITATION.

REQUEST FOR PROPOSAL
FOR THE JOINT SCHOOLS CONSTRUCTION BOARD
TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR TRANCHE #1 OF PHASE II
OF THE SYRACUSE SCHOOLS COOPERATIVE SCHOOL RECONSTRUCTION ACT

PLEASE PRINT THE WORDS “ORIGINAL” ON YOUR ORIGINAL PROPOSAL ALONG WITH THE STATED DATE AND TIME.
PROPOSALS ARE TO BE CLEARLY INDICATED AS TO THE RESPONSIBLE ARCHITECT/ENGINEER’S STATUS AND SIGNED BY THE INDIVIDUAL AUTHORIZED TO ENTER INTO AND BIND THAT ARCHITECT/ENGINEER INTO A CONTRACTUAL AGREEMENT.

PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

Proposals received by the due date & time will be recorded in private at the City of Syracuse Office of Management and Budget and given to appropriate City of Syracuse personnel.

PUBLIC ATTENDANCE IS NOT PERMITTED.
Proposals submitted after the stated time and date will not be considered and will be returned to the firm unopened.

SECTION I. GENERAL INFORMATION FOR PROPOSER

A. ACRONYMS AND DEFINITIONS

ADA  Americans with Disabilities Act.

A/E  Architectural/Engineering Firm (also referred to as Architect/Engineer). An entity that provides services to the Joint Schools Construction Board relative to projects in Tranche #1 of Phase II of the Joint Schools Construction Board.

Agreement  The contract to be entered into between the Architectural/Engineering firm and the Joint Schools Construction Board for projects in Tranche #1 of Phase II of the Joint Schools Construction Board.

BCNYS  Building Code of New York State.

BOE  The Board of Education of the City School District of the City of Syracuse, New York.

Building Commissioning  Building Commissioning as defined in ASHRAE Standard 202-2013 includes investigation and confirmation that the facility – including the project’s building(s), outbuilding(s), and site work – and the systems were designed and constructed, and operate as intended and as provided for in the Construction Contract Documents.

CMS  Construction Management System

Certified Payrolls  Payroll records prepared, verified, maintained and delivered in the same manner as set forth at New York State Labor Law §220 3-a.

City  The City of Syracuse

City Engineer  The individual holding the office of City Engineer for the City of Syracuse.

Construction Manager (CM)  The Construction Manager or CM shall mean the firm or firms retained by the JSCB to provide construction management services in the individual School construction/renovation projects to be undertaken by the JSCB.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner</td>
<td>The Commissioner of Education of the State of New York.</td>
</tr>
<tr>
<td>Common Council</td>
<td>The Common Council of the City of Syracuse, New York.</td>
</tr>
<tr>
<td>Comptroller</td>
<td>The Comptroller of the State of New York.</td>
</tr>
<tr>
<td>CPM</td>
<td>Critical Path Method of project scheduling.</td>
</tr>
<tr>
<td>CSRA</td>
<td>The Cooperative School Reconstruction Act, as passed by the New York State Legislature.</td>
</tr>
<tr>
<td>Direct Labor Cost</td>
<td>The regular base pay, exclusive of any premium for overtime or cost for employee benefits (required by law or otherwise) actually paid by the Proposer to its employees for time directly and exclusively devoted to the applicable services.</td>
</tr>
<tr>
<td>EEP</td>
<td>Educational Environment Programming (EEP) describes information and relationships coming together and becoming the foundation for the future design of a new or renovated learning facility. The term systematically describes the desired community environment, learning environment and physical environment. The community environment addresses civic design, program planning and partnership development. The learning environment focuses on interpersonal relationships, learning activities and learning time. The physical environment examines the relationships of building to inhabitants, building to site and building to the greater environment.</td>
</tr>
<tr>
<td>EEOP</td>
<td>Equal Employment Opportunity Program.</td>
</tr>
<tr>
<td>Entity</td>
<td>A municipality or other governmental body, a public corporation or an authority, a private corporation, a limited liability company or partnership, or an individual.</td>
</tr>
<tr>
<td>Facility</td>
<td>Physical features that include the building(s), outbuilding(s), and site work.</td>
</tr>
<tr>
<td>FFE</td>
<td>Furnishings, Fixtures and Equipment</td>
</tr>
<tr>
<td>GC</td>
<td>General Contractor.</td>
</tr>
<tr>
<td>ICO</td>
<td>Independent Compliance Officer</td>
</tr>
<tr>
<td>JSCB</td>
<td>The Joint Schools Construction Board of the City of Syracuse and the City School District as authorized by Chapter 58 of the laws of 2006 as amended.</td>
</tr>
<tr>
<td><strong>Joint Venture</strong></td>
<td>A Joint Venture is defined as a joint-venture corporation which is a corporation created by two or more entities.</td>
</tr>
<tr>
<td><strong>LEED</strong></td>
<td>Leadership in Energy and Environmental Design designation for accredited professionals in the area of green and sustainable building design.</td>
</tr>
<tr>
<td><strong>MBE</strong></td>
<td>Minority-owned Business Enterprise as defined in the Phase 2 Development and Diversification Plan for Workforce and Business.</td>
</tr>
<tr>
<td><strong>MCA</strong></td>
<td>Maximum Cost Allowances</td>
</tr>
<tr>
<td><strong>NYSED</strong></td>
<td>The New York State Education Department.</td>
</tr>
<tr>
<td><strong>O &amp; M</strong></td>
<td>Operations and Maintenance.</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>The Joint Schools Construction Board</td>
</tr>
<tr>
<td><strong>PLA</strong></td>
<td>Project Labor Agreement; A pre-hire collective bargaining agreement between a contractor and a labor organization establishing the labor organization as the collective bargaining representative for all persons who will perform work on the Project, and which provides that only contractors and subcontractors who sign a pre-negotiated agreement with the labor organization can perform Project work.</td>
</tr>
<tr>
<td><strong>Program Manager (PM)</strong></td>
<td>The Program Manager or PM shall mean an independent program management firm hired by the JSCB for Phase II of the Joint Schools Construction Board.</td>
</tr>
<tr>
<td><strong>Program</strong></td>
<td>Reconstruction, additions and/or alterations to SCSD school facilities, as defined in the Phase 2 Comprehensive Plan through multiple projects.</td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td>Work at an existing school building site that involves the design, reconstruction, or rehabilitation of an existing school building for its continued use as a school of the City School District, which may include an addition to an existing school building for such continued use at a cost, for such addition, of no more than twenty million dollars for Phase 2, and which also may include (1) the construction or reconstruction of athletic fields, playgrounds, and other recreational facilities for such existing school building, and/or (2) the acquisition and installation of all equipment necessary and attendant to and for the use of such existing school building and/or the acquisition of additional real property necessary for the project</td>
</tr>
</tbody>
</table>
**Proposer**

Any entity submitting a proposal in response to this current Request for Proposals.

**RFI**

Request for Information.

**RFP**

This Request For Proposal.

**SCSD**

The Syracuse City School District.

**SHPO**

New York State Historical Preservation Office

**Submittal**

The Proposer’s submissions made in response to this Request For Proposals.

**Sustainable Design**

Designs which minimize the impact to the environment such as LEED.

**Team**

The Proposer’s team, made up of individual company members, and members from other companies if a joint-venture corporation is proposed or if a proposer intends to subcontract with an individual, partnership, or other corporation to provide some of the A/E services.

**WBE**

Women-Owned Business Enterprise as defined in the Phase 2 Development and Diversification Plan for Workforce and Business.

**B. ARCHITECTURAL/ENGINEERING FIRM MINIMUM QUALIFICATIONS**

The following Minimum Qualifications represent specific requirements that the Proposer must meet in order to submit a proposal in response to this RFP. Any Proposer that does not meet these criteria will be excluded from consideration as an A/E.

By submitting a Proposal, the Proposer shall certify that it has achieved all of the following while providing A/E services on a full time basis.

**PROPOSERS MUST HAVE:**

1.) Multiple staff members with demonstrated experience with NY SED, Office of Facilities Planning standards and procedures related to design, construction building aid, commissioning and operation of NY State Public School Facilities.

2.) A minimum of ten years demonstrated experience (with a minimum of five years of experience in New York State) providing design services concentrating primarily in public school capital improvement programs.
3.) Successful completion of a minimum of three similar projects in scope and construction costs similar to the project(s) being submitted by the proposer in this RFP.

4.) Demonstrated experience in achieving a client’s Minority and Women participation goals as well as attaining Equal Opportunity Employment goals in workforce utilization.

5.) Demonstrated experience in simultaneously managing multiple public school capital projects including the following:
   a.) Managing, maintaining and adjusting staff levels in response to variations in demand for services over the life of each individual project.
   b.) Providing staffing that is available to go to the project site within 24 hours of a call to respond to and resolve design and construction issues.
   c.) Please note that if selected for an interview, proposer will be required to identify the responsible staff persons for these positions and be prepared for them to attend the interview.

6.) If applicable to the project, demonstrated experience of managing reconstruction work in occupied K-12 buildings.

7.) An assigned licensed lead Architect/Engineer with at least 10 years demonstrated experience in the design and construction of New York State K-12 projects.

8.) Demonstrated experience designing public construction contracts under New York State General Municipal Law.

9.) Demonstrated experience in sustainable design, achieving LEED certifications and obtaining NYSERDA and National Grid rebates.

10.) Demonstrated ability in maximizing New York State Building Aid (Maximum Cost Allowance or MCA) through design including Energy Performance Contracting and Technology Aid.

11.) Demonstrated experience in minimizing the number and value of change orders in New York State K-12 public school construction projects.

12.) Demonstrated experience in meeting budget as well as design and construction schedules on projects.

13.) Proven past experience of the proposed project team in successfully completing projects as a team.

14.) If applicable to the project, experience in designing facilities with cutting edge educational designs and technologies that support diverse student learners with programs such as virtual and blended learning which are being implemented into the District.
15.) If applicable to the project, experience with designing and implementing advanced mechanical, electrical, plumbing, security and informational technology systems to achieve sustainability, LEED, energy and operational efficiency as well as to support cutting edge educational programs.

16.) If applicable to the project, experience with designing and implementing Career and Technology Education (CTE) spaces for educators to teach exploratory and advanced courses for students to obtain 21st century workplace skills along with certifications and degrees in high demand occupations.

C. PROGRAM OVERVIEW

In 2006, the New York State Legislature adopted Chapter 58-A-4 of the laws of 2006 (A9558-B) which authorized the City and the SCSD to create the Joint Schools Construction Board (JSCB) that, acting as agent of the City and SCSD, is charged with management oversight of the new “Cooperative School Reconstruction Act”. Under this legislation, the JSCB extensively renovated four school buildings (Fowler, HW Smith, Institute of Technology and Dr. Weeks) and performed minor renovations at two other buildings (Clary and Bellevue Academy at Shea). This project is commonly called JSCB Phase 1. The JSCB is closing out Phase 1.

In 2012, the Syracuse City School District’s Board of Education adopted “Great Expectations” which is the District’s Strategic Plan with the vision of becoming the most improved urban school district in America. The plan’s mission is to build, support, and sustain school communities that provide all students with a high-quality education that prepares them to graduate as responsible, active citizens ready for success in college and careers and prepared to compete in a global economy. Five goals were established to meet the District’s mission and vision, including providing all students with a rigorous academic program and developing an infrastructure to support student success. The JSCB reconstruction programs are crucial to achieving these goals.

In October of 2013, the above-referenced legislation was amended to authorize a second phase of school construction projects at a cost not to exceed $300 million. In March of 2014, the legislation was amended and listed 15 buildings that could be reconstructed under this legislation. The buildings to be reconstructed in Tranche 1 of Phase 2 are: Bellevue Elementary, Ed Smith K-8, Fowler High, Frazer K-8, Grant Middle, Huntington K-8, and Westside Academy at Blodgett. The construction budget, anticipated scope of construction work and anticipated design and construction milestones for each School is set forth in the Comprehensive Plan.

This RFP consists of providing Architectural/Engineering Services, as described below, for Phase 2 Tranche 1 projects with construction costs as defined by NYSED:
Estimated Construction Budgets*

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Base MCA</th>
<th>EPC MCA</th>
<th>Technology MCA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellevue Elementary</td>
<td>$8,700,000</td>
<td>$600,000</td>
<td>$1,100,000</td>
<td>$10,400,000</td>
</tr>
<tr>
<td>WSA at Blodgett</td>
<td>$11,200,000</td>
<td>$710,000</td>
<td>$1,500,000</td>
<td>$13,400,000</td>
</tr>
<tr>
<td>Fowler High**</td>
<td>$16,100,000</td>
<td></td>
<td></td>
<td>$16,100,000</td>
</tr>
<tr>
<td>Frazer K-8**</td>
<td>$5,300,000</td>
<td></td>
<td></td>
<td>$5,300,000</td>
</tr>
<tr>
<td>Grant Middle</td>
<td>$16,000,000</td>
<td>$1,600,000</td>
<td>$2,000,000</td>
<td>$19,600,000</td>
</tr>
<tr>
<td>Huntington K-8</td>
<td>$14,100,000</td>
<td>$900,000</td>
<td>$1,900,000</td>
<td>$16,900,000</td>
</tr>
<tr>
<td>Ed Smith K-8</td>
<td>$11,900,000</td>
<td>$800,000</td>
<td>$1,600,000</td>
<td>$14,300,000</td>
</tr>
</tbody>
</table>

Actual Maximum Cost Allowance (MCA), Energy Performance Contract (EPC) MCA and Technology MCA will be determined after SED approval of the projects.

* Identified budgets include contingencies. These amounts do NOT include incidental costs.

** Significant Sitework - See Building Scope attachments

Contingent on the execution of a PLA, it is anticipated that the projects will be bid on a single prime construction contract basis.

Refer to Attachment H. Program Milestone Schedule.

D. PROGRAM GOALS OF THE JSCB

Reconstruct existing schools in order to create cutting edge learning environments which will be at the forefront of educational design and which will deliver the flexible spaces, instructional technology and social support necessary to accelerate student achievement beyond the NYS Regents standards, and into the future. Specifically:

1.) Minimize the local share of the total Program cost, which is not reimbursable by SED.
2.) Reconstruct existing schools in order to create equity of facilities, across the City.
3.) Partner with local non-profit training entities to further grow a diverse work force of City residents.
4.) Implement the Phase 2 Development and Diversification Plan for Workforce and Business plan in order to achieve the EEO, MBE, WBE and resident employment goals set by the JSCB.
5.) Provide solutions to school space construction impact including construction phasing and swing space in order to minimize disruption to existing school operations and instruction.
6.) Utilize and implement sustainable design strategies in accordance with SED and City requirements for LEED standards including Chapter 52 Syracuse Green Buildings Ordinance.
7.) Improve the local economy and maximize local participation in the Program.
8.) Construct facilities to enhance education by implementing specialized educational programs such as blended learning and Career Technical Education with specialized and flexible spaces. In a blended learning environment, students learn in a face-to-face class room environment as well as with an on-line system where they work at
their own pace while supervised by an educator.

9.) Add advanced mechanical, electrical, plumbing, security and informational technology systems to the facilities to improve operations, reduce energy use and support educational efforts.

10.) Through facilities upgrades, improve the security and safety of students, staff and the general public at the District’s facilities with non-intrusive technologies.

E. PROPOSAL REVIEW CRITERIA

Proposals will be reviewed based on a variety of criteria to include:

1.) Knowledge of Federal, State and local laws, ordinances and requirements, and NY State Education Department procedures and requirements that apply to public K-12 school construction projects;

2.) The education, experience and expertise of the firm’s principals and key employees;

3.) The firm’s specific experience, stability and history of performance on projects similar to those anticipated by the JSCB;

4.) The firm’s specific experience and history of performance on City of Syracuse, Syracuse City School District and/or JSCB Projects;

5.) The firm’s understanding of the JSCB’s needs and explanation of the proposed approach to typical problems;

6.) Availability of adequate personnel to perform the required work expeditiously;

7.) The names of the individuals in the firm who will be assigned key responsibilities, with particular attention to qualifications, competence and past performance;

8.) The firm’s approach to the planning, organizing and management of a project effort, including communications procedures, approach to problem solving, cost management, quality improvement program and similar factors;

9.) Ability of a firm to complete a project within the project schedule and within the project budget, as well as demonstrated experience minimizing the number and value of change orders through design;

10.) Financial stability of the proposer and its sub-consultants;

11.) Recommendations and opinions of each firm’s previous clients;

12.) Proposed Fee;

13.) Information provided in response to specific questions or items in these RFP documents;

14.) Demonstrated experience as evidenced by independent reports in meeting MBE, WBE, EEO and residency goals within the A/E’s own scope of work; and

15.) Experience of the project team successfully completing projects together.

F. PRE-SUBMITTAL BRIEFING

An RFP, with support documents, shall be distributed to firms as described herein.

A public, pre-Submittal briefing shall be held on Tuesday, December 1, 2015 at 1:00 p.m. at the Chambers of the City of Syracuse Common Council, Third Floor City Hall, 233 East Washington Street, Syracuse, New York 13202.
Attendance at the pre-submittal meeting is highly encouraged.

**Site visits** will be conducted by the JSCB for all the schools included in the current phase of construction. The dates and times are listed below. **Note that this site visit will be the only opportunity to visit the school building.** The schools will not be accessible at any other time.

- **Wednesday, December 2, 2015 at 3:00pm**: Fowler High School, meeting location is outside main entrance on 227 Magnolia Street.
- **Thursday, December 3, 2015 at 4:00pm**: Frazer School, meeting location is outside main entrance on Wall Street.
- **Friday, December 4, 2015 at 4:00pm**: West Side Academy at Blodgett, meeting location is outside main entrance on Oswego Street.
- **Monday, December 7, 2015 at 3:00pm**: Grant Middle School, meeting location is outside main entrance located at the rear parking lot.
- **Tuesday, December 8, 2015 at 4:00pm**: Bellevue Elementary, meeting location is outside main entrance on Stolp Street.
- **Wednesday, December 9, 2015 at 3:30pm**: Huntington School meeting location is outside main entrance on Sunnycrest Road.
- **Thursday, December 10, 2015 at 4:00pm**: Ed Smith School, meeting location is outside main entrance off Lancaster parking lot.

**G. SUBMITTAL INSTRUCTIONS**

The Submittal shall comply with all requirements and criteria, as set forth in this RFP, and with all applicable local, state, federal, and other laws. The JSCB reserves the right at its discretion, but not its obligation, to reject any and all Submittals which do not meet, in its judgment, all of its requirements and criteria. The JSCB reserves the right at its discretion, but not its obligation, to cancel in part or in its entirety this RFP if it is determined to be in the best interest of the JSCB to do so.

This RFP does not commit the JSCB, or any other entity, to execute any agreement or agreements, or to pay any costs incurred in the preparation of a Proposal in response to this request.

All responses to this RFP must be complete. If a joint venture is proposed, then all questions asked in this RFP must be answered by all joint venture members. If the Proposer intends to subcontract out any part of the work then all proposed subcontractors must be listed and full information must be provided on their qualifications and financial background. Incomplete proposals will be considered non-responsive and may be disqualified upon review by the JSCB.

All information and materials submitted shall become the property of the JSCB and will not be returned. Proposers need not submit proprietary or confidential business information unless they believe such information is critical to their submittal or presentation. If any such information is included, it shall clearly be identified as such.

The Proposer acknowledges that the JSCB is subject to the provisions of the New York State Freedom of Information Law (FOIL) and any information submitted to the JSCB may become
available to the general public to the extent required by law.

Mail Submittals to:
   Mary E. Vossler, CPA
   Director
   Office of Management & Budget – Room 221
   233 East Washington Street
   Syracuse, New York 13202

Proposals are due, at the above address, no later than:

   December 22, 2015 at 2:30 pm.

Late submittals will not be accepted. Package the Proposal in its own separate sealed envelope and label it:

   PROPOSAL FOR THE JOINT SCHOOLS CONSTRUCTION BOARD TO PROVIDE
   ARCHITECTURAL AND ENGINEERING SERVICES FOR TRANCHE #1 OF PHASE II
   OF THE SYRACUSE SCHOOLS COOPERATIVE SCHOOL RECONSTRUCTION ACT

Label the outside of the Proposal envelope with the submitting firm's name and address, and label as either “original” or “copy”, as requested below.

The submittal envelope shall contain one (1) original paper Proposal and ten (10) additional paper copies of the Proposal as well as five (5) digital copies on separate flash drives or CDs.

The Proposer certifies that by submitting a Proposal in response to this RFP that it has:

1.) Completely read and fully understands all information within this RFP and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of this Act.

2.) No litigation is pending or threatened against the Proposer that would in any way threaten or prevent them from performing all services described in this RFP.

The Proposer has not entered into any government consent, decree, agreement or work order and is not in violation of any local, state or federal ordinance, law or regulation and has not received any notice of any such violation, except as is specifically disclosed in their response.

H. REQUESTS FOR CLARIFICATION OR ADDITIONAL INFORMATION

Requests for clarification or additional information concerning this RFP, except those raised at the meeting noted above, must be e-mailed and received by the JSCB Secretary by:

   Friday, December 11, 2015 at 5:00 pm to:

   Joseph W. Barry III, Esq. – JSCB Secretary
   E-mail: jscb@syrgov.net

Note: All requests for clarification must be sent to the email address referenced above. All other communications that are not emailed to the above referenced address will not receive a response.
Clearly identify each such communication as a “Request for Clarifications for RFP for Architectural/Engineering Services for Tranche #1 of Phase II.” No other forms of communication will be responded to for RFP clarifications.

Addenda (if required) shall address issues deemed relevant and important. An effort shall be made to provide the needed information in a uniform manner, via email to all firms expressing intent to respond to this RFP and will also be posted on the JSCB website.

I. SELECTION PROCESS

Proposals will be reviewed for the above-referenced criteria and the proposals that best suit the needs of the JSCB will be selected. The Director of the City of Syracuse Office of Management and Budget may award contract(s) for this proposal, following the selection of a proposer by the JSCB RFP Committee subject to the approval of the JSCB Board of Directors, if it is determined such contract(s) is/are in the best interest of the City of Syracuse.

The JSCB reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.

Proposers should be willing and able to provide additional information, including a formal presentation and/or an interview with the project RFP committee.

There is no express or implied obligation for the JSCB, the City of Syracuse or the Syracuse City School District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Incomplete proposals that do not address all of the requested components will not be accepted for review and consideration.

The selection and retention of A/E firms will be contingent upon the successful fee negotiations and scope of work, and the availability of the proposed key staff unless substitutes are approved by the JSCB staff during negotiations. If negotiations are not successful with the most qualified proposer, the JSCB has the right to initiate negotiations and select the next most qualified proposer.

The final selected candidate’s name and total not-to-exceed fee shall be approved by the JSCB for award of the agreement.

After the award is made to the selected proposer, a professional services agreement will be executed by the proposer and the JSCB which contains the terms and incorporates the agreed-upon final scope of services, fees, and payment requirements. The selected candidate is expected to enter into the JSCB’s Professional Service Agreement.

A/E firms will provide Insurance as indicated in the Insurance Requirements (Attachment F).

The agreement will be subject to final approval by the City’s Corporation Counsel as to terms, form and legality. Note the JSCB may elect to incorporate all information provided in this RFP,
any Addenda, and the selected firm’s Proposal into the service Agreement.

J. **AWARD**

The JSCB may award, at its discretion, the contract in whole, or in part as deemed in the best interest of the JSCB. It is anticipated that the JSCB will award no more than two (2) projects to a single entity.

K. **RFP – CANCELLATION/POSTPONEMENT**

The JSCB reserves the right to cancel or postpone this Request for Proposal at any time without penalty.

L. **CONFIDENTIALITY**

To protect the confidentiality of the information contained in this RFP, you will agree not to disclose any information to any parties inside your organization, other than those with a need to know. You are prohibited from disclosing any information contained in this RFP to any parties outside of your organization, without the express, written authorization of the JSCB.

**Section II. PROPOSAL EXHIBITS**

Provide the specific Proposal exhibit materials outlined in this section. Present all materials, in order, using the subsequent designations used herein. Number all sheets in sequence. Materials provided should be relevant and brief. Although consultant selection will be qualifications based, a Fee Proposal must be submitted as indicated in the Scope of Services.

A. **GENERAL:**

1.) Exhibit Materials: Provide the specific Proposal exhibit materials described in this section. Present all materials in the same order, using the same numbered subsections and sub-subsection designations presented herein. Begin each numbered subsection with a tab. Number all sheets within each subsection in sequence. **Submit one proposal for one or up to four (4) of the seven Tranche 1 projects.** Proposal length may not exceed 300 single side pages of written material including appendices. A double side page is equivalent to two single side pages. Minimum font size in written materials is 12 point font. Minimum font size in tables and charts is 10 point which includes the GSA SF330 forms.

If proposing on more than one (1) project, project specific information should be individually tabbed in your proposal for clarity.

**Proposer’s financial capacity shall be submitted as an attachment to the proposal and does not count toward the 300 page limit.**

2.) Multi-Firm Proposals:
a.) If proposing a Joint-Venture corporation, as defined in the RFP (Section 1), provide information for all firms throughout the Proposal as appropriate, and define the respective responsibilities for all joint-venture corporation members.

b.) If proposing to Subcontract part of the work, provide information for all firms throughout the Proposal as appropriate, and define the respective responsibilities and the percent of work to be done by all participating firms.

3.) PRELIMINARY PAGES:
   a.) Cover Letter
   b.) Title Page:
      i.) Project name
      ii.) Submitting firm's name, address, and phone number
      iii.) Submittal due date
   c.) Table of Contents
   d.) Executive Summary

4.) GSA SF 330 - QUALIFICATIONS:
   Attachment C; is also available at: www.gsa.gov. Complete the entire form and include the following:
   a.) Specific items:
      i.) I.C, Proposed Team: Note that “prime contractor” and “subcontractors” refers to the lead professional consultant and sub-consultants respectively. Indicate City certified Minority Business Enterprises and Women’s Business Enterprises.
      ii.) I. D, Organizational Chart of Proposed Team: Provide a clear, well-developed, graphic organization chart showing the following:
         (1) All proposed firms (if a joint-venture or sub-consultant firms are proposed) and all key positions.
         (2) Functional interrelationships among the firms (if multiple) and key positions.
         (3) Position titles and proposed staff names for the positions shown. Identify home office location for all proposed staff. Identify key Program point positions with staff names.
      iii.) I. E, Resumes of Key Personnel: Note: provide one section E form for each key person.
      iv.) I. E.16, Education: Include degree date and name of school or institution.
      v.) I. E. 19 (3) Brief description and specific role: Include duration at each role.
      vi.) I. F: Example Projects: Note: provide one section F form for each project:
         (1) A minimum of five (5) and a maximum of ten (10) projects of representative experience. Include documentation that demonstrates your firm or team’s experience in meeting or exceeding the requirements of this RFP such as meeting budgets and schedules, achieving LEED as well as compliance with MBE, WBE, EEO goals.
         (2) I.F.23.b, Point of Contact Name: Include position at time of involvement.
         (3) I.F.23.c, Point of Contact Telephone Number: Provide current telephone
number, mailing address, and email address.
(4) I.F.25 (3), Role (for all entries): Include duration for each role.

vii.) I. H: Additional Information: Provide information preferably in a chart or tabular form showing how your firm or team meets or exceeds the A/E Minimum Qualifications Items 1 through 13 of Section I. B. of this RFP. This section shall include metrics from a minimum of three previous projects detailing the change order percentage as follows:
Change order percent of total construction cost
Owner requested change order percent
Combination of: discovered conditions; omissions; errors.

b.) Changes in project firms or personnel: Personnel shown in the organizational chart are expected to be assigned to this contract and not substituted with other personnel. It is understood that personnel will not be assigned away from this Project without the prior written consent of the Owner.

The Agreement will require the following: Any proposed change in (1) Joint Venture or Sub-consultant firms, or (2) change in any staffing occurring at any time during the life of the overall project, must first be submitted in writing, along with supporting information, to the JSCB for review and approval. Changes made without prior approval by the JSCB will be in violation of the Agreement.

B. PROFESSIONAL CAPACITY AND CAPABILITY:

1.) Provide additional information not shown in Sections I and H of GSA Standard Form 330 that further describes your firm’s professional capacity and capabilities for the program including:
a.) If proposing to perform more than one project, demonstrate ability to staff multiple projects.
b.) Ability to provide design services to ensure quality construction that also minimizes change orders and scheduling changes.
c.) If applicable, ability to prepare multiple project designs and to bring those projects in on time and within budget.
d.) Ability to provide informational presentations, community meetings and public advocacy meetings.
e.) Knowledge and familiarity of public school facility needs including NYSED requirements.
f.) Ability to prepare designs that deliver sustainable construction in a cost effective manner.
g.) Ability to meet or exceed EEO, M/WBE and residency requirements.
h.) Ability to prepare construction designs that have PLAs.
i.) Ability to break projects into appropriate bid packages.
j.) Collaboration and coordination with the overall Program’s Program Manager, Construction Manager(s), the Proposer’s sub-consultants, and other firms who may be engaged in the same Project or overall Program.
k.) Knowledge of SEQRA regulations, procedures and submittal requirements.

2.) PROJECT APPROACH:
a.) Describe your proposed management plan for this project including roles, responsibilities and relationships among team members. Provide a timeline articulating key project milestones and how your firm or team will execute this plan. See Attachment H, Program Milestone Schedule. **Proposals that have shorter design durations will be looked upon favorably.**

b.) Describe how your firm or team will use design and other tactics to minimize local share and maximize the amount of construction financed by building aid and other non-local share sources. Address issues of local share, building aid, maximizing Maximum Cost Allowances (MCA) and incidental costs allowed by NYSED. Demonstrate your knowledge of MCA and alternate funding strategies to reduce local share and maximize the amount of construction to be completed.

**C. ARCHITECT/ENGINEER SCOPE OF WORK**

The purpose of this Scope of Work is to convey the intent of the requirements that will ultimately be defined in the Agreement between the JSCB and the A/E. As such, it is neither exhaustive nor all-inclusive.

The A/E shall provide professional services required for the design and construction of the project. The design drawings and specifications shall clarify the scope of the construction work.

1.) GENERAL REQUIREMENTS:

The A/E shall be responsible for the design of each project in Phase 2 of the Cooperative School Reconstruction Act. The A/E shall provide services from the Pre-Design Phase through the Post Construction Phase.

a.) The A/E shall:

i.) Work with the JSCB, PM, CM(s), miscellaneous consultants and others to provide project definition, design and construction support for the projects identified under the Phase 2 Program.

ii.) Assist the JSCB in reducing the local share cost for each project through methods such as building aid maximization, value engineering, energy performance contracting and grants.

iii.) Prepare designs in compliance with all building codes, enabling legislation, NYSED requirements and standards: Federal, State, County, City and SCSD.

iv.) Assist the PM, CM and JSCB in awarding construction contracts.

v.) Provide support to the PM, CM and JSCB during the construction to ensure the project is constructed in accordance with the design.

vi.) Provide support to the PM, CM and JSCB to close out the project in accordance with NYSED and JSCB requirements.

vii.) Manage sub-consultants as required for the project including the Commissioning Agent to complete required tasks.

viii.) Utilize the JSCB’s Construction Management System (CMS) to track and manage project documents for the duration of the program. All program documents are the property of the JSCB and must be accessible to the owner for review and download throughout the life of the project. At the end of the project, this database will be turned over to the JSCB.
ix.) Prepare submittal packages and resolve issues to obtain the following project requirements:
   i. State Environmental Quality Review (SEQRA) approval
   ii. Leadership in Energy and Environmental Design (LEED) certification
   iii. Building Commissioning as required to achieve LEED certification

x.) Project designs shall include the following:
   i. Value Engineering
   ii. Energy Modeling
   iii. Evaluation of O & M Building Costs and Logistics
   iv. Swing space requirements
   v. Construction sequencing and phasing

xi.) Project Specifications shall include but not be limited to:
   i. PM’s Program wide Safety program.
   ii. PM’s Program wide job site security procedures.

b.) Documentation
   i.) The consultant shall supply reproducible project drawings and copies of specifications and other materials. The costs of furnishing reproductions for all documents for all submissions including, the electronic versions, are included in the basic fee agreement. The JSCB will procure the printing of final bid sets.
   ii.) All materials, plans, specifications, reports, calculations, models, drafts, renderings, survey results, test date, and documents, including any furnished by the JSCB or prepared in conjunction with the project are the property of the JSCB. All documents, both hard format (paper) and digital format, shall be provided to the JSCB when the project is terminated regardless of the project stage. A/E will provide any necessary electronic documents to the contractors at no costs.
   iii.) Format - Requirements for electronic document submissions
     i. Drawings are to be prepared according to the GSA United States National CAD Standards.
     ii. Drawing files shall be in AutoCAD 2012 (.dwg) and Portable Document File (.pdf) format.
     iii. All other media shall be in Microsoft Office and pdf format.
     iv. At project completion, in addition to required mylar and paper sets, digital data sets should be furnished via compact disc CD-ROM or flash drive.

D. PROJECT PHASES

Phase 2 of the Program is divided into sequential phases for each individual project as follows:
1.) Pre-Design Phase
2.) Schematic Design Phase
3.) Design Development Phase
4.) Contract Documents Phase
5.) Bidding and Contract Award Phase
6.) Project Construction Phase
7.) Building Commissioning/Occupancy Phase
8.) Post Construction Phase

1.) PRE-DESIGN PHASE
It is not anticipated the A/E will provide full Pre-Design services under this phase, but will work with the JSCB, PM, CM(s), miscellaneous consultants and others to provide project definition. The A/E shall provide an itemized scope of work with an order of magnitude cost estimate per scope item.

2.) SCHEMATIC DESIGN PHASE
a.) The A/E shall:
   i.) Review the project budget and schedule with the PM and CM.
   ii.) Identify all major work items. These include but may not be limited to site, structural, architectural, technology, mechanical, plumbing and electrical systems.
   iii.) Incorporate special needs and requirements. These include maintaining school operations, utilities, traffic movements and handicapped accessibility; historic preservation, scheduling constraints; construction phasing including swing space and public use of the facility during construction.
   iv.) Retain and coordinate specialty consultants and testing firms (e.g. asbestos, PCBs, lead based paint, geotechnical) to perform field testing, investigations and restoration required for the Schematic Design.
   v.) If required, prepare Educational Specifications for project. Refer to Appendix IV.1 for projects requiring Educational Specifications.
   vi.) Review laws, codes, and regulations applicable to the Architects services.
      i. Prepare the Schematic Design for NYSED review and approval.
      ii. Meet with and coordinate project design criteria with the District (e.g. technology, security, maintenance, library media, food service, transportation) and City Departments (e.g. Engineering, Fire, Police, DPW, Parks, Water) and other applicable groups (e.g. National Grid, Verizon)
      iii. Incorporate applicable design criteria such as NYS Building Code, NYSED Manual of Planning Standards, ADA, SHPO and other regulatory requirements.
      iv. Perform LEED evaluation for City Engineer review.
      v. Incorporate current City and District design standards into the Schematic Design.
      vi. Create and conduct Schematic Design presentations for the JSCB and community as required.
      vii. Oversee and review relevant subconsultants work product prior to submission.
      viii. Incorporate NYSED comments into submission.
   vii.) Participate in design and public meetings as directed by PM. Assist in the review and approval process with JSCB, City, SCSD and NYSED.
   viii.) If requested, attend design review meetings in Albany, with NYSED.
   ix.) Provide information as requested by the CM to prepare construction
estimate.

x.) Responsible for the preparation and implementation of SEQRA process including all required documents.

xi.) Update MCA Calculations from Districtwide Masterplan for this specific project.

xii.) If required, reconcile Schematic Design to meet construction cost estimate.

3.) **DESIGN DEVELOPMENT PHASE**

   a.) The A/E shall:

   i.) Refine the Schematic Design by including:

   i. Floor plans; sections, elevations, interior spaces and exterior of the building to describe the size and character of the project as to architectural, structural, mechanical, and electrical systems and such other elements as may be appropriate.

   ii. Defining building materials and equipment.

   iii. Preparing scaled drawings showing layouts of all major systems, including structural, plumbing, electrical, mechanical, fire protection, etc. with delineation of work by funding sources (e.g. Base MCA, EPC MCA, and Technology MCA) for NYS reimbursement.

   iv. Prepare specifications in outline form. Incorporate the JSCB's boiler plate into the specifications.

   v. Assist CM in updating project construction schedule and phasing including swing space.

   b.) Incorporate value management including operations and maintenance costs and requirements into the design.

   c.) Continue to meet with and coordinate project design criteria with the District (e.g. technology, security, maintenance, library media, food service, transportation) and City Departments (e.g. Engineering, Fire, Police, DPW, Parks, Water) and other applicable groups (e.g. National Grid, Verizon).

   d.) Consult with Regional Advocate.

   e.) Prepare the Design Development submittal for NYSED review and approval.

   f.) Initiate Commissioning Process with your Commissioning Agent if applicable.

   g.) Provide information as requested by the CM to prepare construction estimate.

   h.) Attend design and public meetings as directed by PM. Assist in the review and approval process with JSCB, City, SCSD and NYSED.

   i.) If requested, attend design review meetings in Albany, with NYSED.

   j.) Responsible for SEQRA final submission and approvals.

   k.) If required, reconcile Design Development submission to meet construction cost estimate.

   l.) Update MCA calculations identifying eligible and ineligible project costs.

   m.) Prepare and analyze the life cycle cost of equipment, products, finishes, hardware, materials and different alternatives as directed by PM.

   n.) Identify bid alternates for cost control.

   o.) Establish FF&E needs and budget.

4.) **CONTRACT DOCUMENT PHASE**
a.) The A/E shall:
   i.) Prepare the final Contract Documents by including:
      i. Complete drawings and specifications setting forth in detail the
         requirements for construction of the project and alternate bid items,
         including a Submittal Log that identifies the required submittals for the
         entire project.
      ii. Complete project manual or manuals including all bid forms, conditions
          and contracts, and Owner-Contractor agreements consistent with JSCB
          requirements. The project manual must also be acceptable to the City’s
          Director of Management & Budget / Division of Purchase in addition to
          the City Engineer.
      iii. Delineation of work by funding sources (e.g. Base MCA, EPC MCA,
           Technology MCA) for NYS reimbursement.
      iv. Final construction phasing and schedule with milestones.
      v. LEED requirements, if applicable.
   ii.) Obtain final approval of Contract Documents from the City Engineer,
        SCSD, and the JSCB.
   iii.) If requested, assist PM with presentations necessary for financing approvals.
   iv.) Prepare required forms and final Contract Documents for NYSED review
        and approval.
   v.) Attend design and public meetings as directed by PM. Assist in the review
       and approval process with JSCB, City, SCSD and NYSED.
   vi.) Secure final design approvals from Regional Advocate.
   vii.) Attend design review meetings in Albany with NYSED for final approval.
   viii.) Prepare addenda as required to incorporate NYSED review comments.
   ix.) Prepare Furnishings, Fixtures and Equipment (FFE) plan for project.
   x.) If required, reconcile Contract Documents submission to meet MCA and
       construction cost restrictions.
   xi.) Require contractor to provide record drawings prepared from the Contract
        Documents marked up by the contractor to show their work in the project as
        built.
   xii.) If required, submit required permit applications and track approvals through
        the regulatory agencies (e.g. NYS DEC, NYS DOL) which shall include but
        not be limited to a SWPPP Plan and Notice of Intent with NYS DEC on
        applicable projects.
   xiii.) Assist PM and CM in quantifying required testing services (e.g. asbestos,
          geotechnical, lead based paint, welding) for preparing testing services RFPs
          and Bids.

5.) **BIDDING AND CONTRACT AWARD PHASE**

   a.) The A/E shall:
   i.) Coordinate the placement and timing of the municipal bid advertisement
       with the PM and the City’s Division of Purchase.
   ii.) Participate in Pre-Bid Meeting and prepare minutes of the meeting.
   iii.) Respond to bidders questions with the CM through addenda.
   iv.) Prepare necessary addenda for PM approval and distribution through the
        City’s Division of Purchase.
v.) Review bids with CM including substitutions.

vi.) Attend de-scoping meetings with CM and Contractors prior to contract award.

vii.) If required, prepare redesigns and rebids of construction contracts that cannot be awarded.

viii.) Recommend contract award including which bid alternates should be accepted.

ix.) Upon execution of contracts, attend preconstruction meetings scheduled by the PM.

x.) Prepare a set of construction documents incorporating all addenda for use at job site by the CM and JSCB.

6.) PROJECT CONSTRUCTION PHASE

a.) The A/E shall:

i.) Attend all construction progress meetings through project closeout.

ii.) Attend meetings with CM, PM and JSCB as needed during construction.

iii.) With the CM, review and approve contractor payment requests for approval by JSCB.

iv.) Review shop drawings and submittals and notify CM and JSCB if acceptable within one week of receipt unless CM has granted a time extension.

v.) Review Requests For Information (RFI) submissions and respond to CM within one week of receipt unless CM has granted a time extension.

vi.) Review change orders and notify CM and JSCB if acceptable.

vii.) Conduct field observations as necessary and as directed by CM (should be at least four (4) hours of inspection per week during major construction operations) to determine work progress, quality and compliance with Contract Documents. Prepare and submit field reports to CM and JSCB and advise CM and JSCB of any significant findings and/or any non-conforming work.

viii.) If applicable, prepare LEED submission to USGBC.

ix.) Oversee Building Commissioning sub-consultant as construction progresses.

x.) Assist CM with the approval of FFE installations and invoices as FFE is installed.

xi.) Assist CM in resolving any nonconforming work, tests from required testing services and inspections. If necessary, provide remedial designs for compliance.

xii.) Prepare required NYSED forms and submittal packages to transmit change orders to NYSED for approval.

xiii.) Prepare punch list with CM and perform follow up inspections as necessary to ensure that punch list items are resolved.

xiv.) Review and approve O & M manuals and other closeout documents and notify CM if acceptable.

xv.) Review and approve training materials including videos and notify CM if acceptable.

xvi.) Prepare Certificate of Substantial Completion and coordinate submission to NYSED with CM.
xvii.) Collect and review Contractor’s record drawings.

7.) **BUILDING COMMISSIONING/OCCUPANCY**
   a.) The A/E shall:
      i.) Complete all commissioning tasks including balancing.
      ii.) Respond to comments from Fire Marshall’s code inspections. If necessary, prepare remedial design to resolve code issues.
      iii.) Obtain certificates of occupancy from NYSED.
      iv.) Finalize as-built drawings and submit to CM and JSCB for approval.
      v.) If applicable, obtain LEED certification and assist CM with NYSERDA reimbursements.
      vi.) Review payments to contractors, including final payments and releases of retainage.
      vii.) Review warranties and notify CM if acceptable.
      viii.) Observe and assist CM with systems start-up and testing as required by commissioning.
      ix.) If requested by CM, attend start-up training programs for building systems and equipment.

8.) **POST CONSTRUCTION SERVICES**
   a.) The A/E shall:
      i.) If required, assist the JSCB with the following:
         i. Resolution of all claims.
         ii. Litigation preparation (with JSCB legal counsel).
      ii.) Conduct post-construction 11 month project field inspection with CM to identify items needing correction by Contractors before maintenance bond and warranties expire.
      iii.) Assist CM in resolving post-construction warranty items.
      iv.) If requested, assist the JSCB in submitting project closeout paperwork to NYSED.

E. **PROPOSED PROFESSIONAL FEE:**

1.) Provide a proposed professional fee for A/E Services for up to four (4) projects your team wishes to propose on based on the Proposer’s anticipated scope of services and an assumed construction budget as defined by NYSED in the charts below. The fee type shall be linked to percent of construction cost.

Provide your proposed fee on a percentage basis broken out by the following phases for the projects you wish to pursue:
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<th>% Breakdown A/E Services Fee</th>
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<td>$</td>
</tr>
<tr>
<td>Design Development Phase</td>
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<tr>
<td>Contract Documents</td>
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<tr>
<td>Bidding Phase</td>
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<tr>
<td>Project Construction Phase</td>
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<tr>
<td>Building Commission/Occupancy Phase</td>
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<tr>
<td>Post Construction Phase</td>
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<tr>
<td><strong>Total</strong></td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

### HUNTINGTON K-8

<table>
<thead>
<tr>
<th>% of $16.9 million Construction Cost</th>
<th>$ ________</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>% Breakdown</strong></td>
<td><strong>Dollar</strong></td>
<td></td>
</tr>
<tr>
<td>A/E Services Fee</td>
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</tr>
<tr>
<td>Pre-Design Phase</td>
<td>2%</td>
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<td>Schematic Design Phase</td>
<td>13%</td>
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<td>Design Development Phase</td>
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<td>Contract Documents</td>
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<td>Bidding Phase</td>
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<td>Project Construction Phase</td>
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<td>Building Commission/Occupancy Phase</td>
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<td><strong>Total</strong></td>
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</tbody>
</table>
### WESTSIDE ACADEMY AT BLODGETT

<table>
<thead>
<tr>
<th>A/E Services Fee Break-down</th>
<th>Dollar Break-down</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Design Phase</td>
<td>2%</td>
</tr>
<tr>
<td>Schematic Design Phase</td>
<td>13%</td>
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<tr>
<td>Design Development Phase</td>
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<td>Project Construction Phase</td>
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<tr>
<td>Building Commissioning/Occupancy Phase</td>
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<tr>
<td>Post Construction Phase</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100 %</strong></td>
</tr>
</tbody>
</table>

2.) If you want to be considered for multiple projects, fill out the following table and include the project names, percent fee of combined construction cost of those projects, which should reflect cost savings due to being awarded more than one project. Provide a table for each additional grouping of projects.

<table>
<thead>
<tr>
<th>Project Names:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong><strong>% of $</strong></strong> million Construction Cost =</td>
</tr>
</tbody>
</table>

3.) Each consultant (including all sub consultants) shall include in their proposal a Billing Rate Schedule. Prime consultants shall include any mark-up (if any) to be billed for work performed by sub consultants. The detailed hourly billing rate schedule should include the following:
   a.) The rate per hour by job category (such as project engineer, assistant engineer, drafter, etc.);
   b.) All Overhead and profit should be included in the billing rates.

4.) 5% Retention: All payments to the A/E shall be subject to a 5% retainage. The retainage shall be paid when the JSCB designee approves the final application for payment, provided all other required services including close-out documents are satisfactorily completed.

5.) Owner’s Retained Ability to Modify Staffing:
   a.) Owner may direct removal or replacement of personnel found to be unsatisfactory to Owner upon Fifteen (15) days prior written notice.
   b.) Removal or replacement of personnel for reasonable cause shall not be subject to the foregoing time constraint.

### F. SUBMITTING FIRM’S FINANCIAL CAPABILITY:

(If joint venture, as referenced in the legislation, submit information for all team members)

1.) Provide the following financial information as an attachment to proposal:
   a.) Most recent audited financial statement or most recent annual report to
shareholders prepared by an independent certified public accountant.
b.) All credit reports, credit bulletins, and any other published statements by Standard & Poor’s, Fitch Rating Services, Moody’s Investment Services Inc., and/or Dun and Bradstreet which have been issued or published since January 1, 2012.
c.) Recent, current, or anticipated changes in your method of conducting business, including mergers, acquisitions, takeovers or divestitures.
BELLVUE ELEMENTARY
Grade Level: K through 5th
Enrollment: 519 Students
Square Feet: 78,989
Estimated Construction Cost: $10.4 million

Bellevue Elementary at 530 Stolp Ave, built in 1975, is a two story masonry building. The building has 21 instructional classrooms, gymnasium, cafetorium, library, multipurpose rooms, and abandoned pool. The proposed scope of work for this facility focuses on the renovation of building systems and the building reconfiguration to eliminate the "open floor plan" classroom style. Exterior upgrades will be required to provide natural light and ventilation for the classrooms as several spaces do not have windows. Renovation to this building will be similar to the renovation to Dr. Weeks in the JSCB Phase 1. This project will seek to achieve LEED silver certification. This building will have all students and faculty relocated during the renovation.

It is the goal of the JSCB that this facility meet current Educational and Building Code standards in order to improve the educational environment, learning ability and general health and safety of the students. In addition, a cutting edge educational design will be implemented.

Proposed Work Highlights:
- Building will be unoccupied during construction.
- Renovate all classrooms to meet current standards and eliminating the "open floor plan" classroom by providing new walls.
- Advanced mechanical, electrical, plumbing and security systems.
- Meet natural light and egress requirements for lower level classrooms.
- Creation of a Multipurpose and Instructional Support space.
- Advanced technology systems in classrooms and instructional spaces.
- LEED Silver.

Commissioning, Educational Specifications and LEED Services are anticipated to be required for this project.
Joint Schools Construction Board
PHASE 2 TRANCHE 1

ED SMITH ELEMENTARY SCHOOL
Grade Level: Pre-K through 8th
Enrollment: 788 Students
Square Feet: 105,533
Estimated Construction Cost: $14.3 million

Ed Smith Elementary School at Lancaster Ave and Broad St., built in 1918 with multiple additions, is a two floor brick building. The building has 39 instructional classrooms, gymnasium, cafetorium, and library. The exterior windows will be replaced. The building requires bathroom renovations and accessibility improvements. The mechanical, electrical and plumbing systems will be upgraded. As part of the upgrades the building will be abated for asbestos. The existing gymnasium is undersized for the school, it is part of the plan to provide a new multipurpose room. The addition would be required to achieve LEED silver. This building will have all students and faculty relocated during the renovation.

It is the goal of the JSCB that this facility meet current Educational and Building Code standards in order to improve the educational environment, learning ability and general health and safety of the students. In addition, a cutting edge educational design will be implemented.

Proposed Work Highlights:
- Building will be unoccupied during construction.
- New windows.
- Advanced security systems.
- Bathroom renovations.
- Accessibility improvements.
- Potential Multipurpose room addition. Addition would be LEED Silver.
- Asbestos abatement.
- Advanced mechanical, electrical, plumbing and technology systems.
- New Middle School Career and Technology Education (CTE) spaces such as Project Lead the Way.

Commissioning, Educational Specifications and LEED Services may be required for this project depending on the final scope of work.
IV.1 The following project overview, excerpted from the JSCB Comprehensive Plan Phase 2, is provided only to convey a sense of the context, and intended scale and scope of the present project. The actual existing conditions, scale and scope of work, will be determined during the course of the project.

FOWLER HIGH SCHOOL
Grade Level: 9th through 12th
Enrollment: 1319 Students
Square Feet: 231,291
Estimated Construction Cost: $16.1 million

Fowler High School at 227 Magnolia Street, has recently undergone an extensive renovation and addition. The scope of work will primarily be exterior site work. New athletic fields, track and stadium will be completed with this phase. The existing auditorium, pool, and locker rooms will be renovated within the existing building. The majority of the building’s roof will be replaced with a new built-up roof. This building will be occupied by students and faculty during renovations. Create a phasing plan to allow the school to function during construction.

It is the goal of the JSCB that this facility meet the current Educational and Building Code standards in order to improve the educational environment, learning ability and general health and safety of the students.

Proposed Work Highlights:
- Occupied building.
- Auditorium renovations.
- Pool renovations.
- New roof.
- Locker room renovations.
- New stadium with track.
- New athletic fields.
- Site improvements.

Based on the scope of work, Commissioning, Educational Specifications and LEED Services are not anticipated to be required for this project.
IV.1 The following project overview, excerpted from the JSCB Comprehensive Plan Phase 2, is provided only to convey a sense of the context, and intended scale and scope of the present project. The actual existing conditions, scale and scope of work, will be determined during the course of the project.

FRAZER ELEMENTARY SCHOOL

Grade Level: Pre-K through 8th
Enrollment: 946 Students
Square Feet: 145,633
Estimated Construction Cost: $5.3 million

Frazer Elementary School at 741 Park Ave, built in 1929, is a three story masonry building. The scope of work required at this building is primarily exterior work. Some masonry is failing. In addition, exterior accessibility and parking at the building are a challenge. The building requires site improvements and masonry repairs. Minor interior renovations are required primarily focusing on security improvements. Window replacement is desired based on available construction dollars. This building will be occupied by students and faculty during renovations. Create a phasing plan to allow the school to function during construction.

It is the goal of the JSCB that this facility meet current Educational and Building Code standards in order to improve the educational environment, learning ability and general health and safety of the students.

Proposed Work Highlights:

- Occupied building.
- Masonry repairs.
- Site improvements (walkway, stair and pavement).
- Advanced security systems.
- Window replacement.

Based on the scope of work, Commissioning, Educational Specifications and LEED Services are not anticipated to be required for this project.
GRANT MIDDLE SCHOOL

Grade Level: 6th through 8th
Enrollment: 686 Students
Square Feet: 222,971
Estimated Construction Cost: $19.6 million

Grant is located at 2400 Grant Blvd, built in 1931, is a three story masonry and stone building. The stone and brick are failing and replacement or repair are the primary focus of the renovation. A large portion of this building’s limestone façade has deteriorated to the point of needing to be replaced. Included is roof and window replacement. The interior work to be completed will be bathroom accessibility renovations and security improvements. This building will be occupied by students and faculty during renovations. Create a phasing plan to allow the school to function during construction.

It is the goal of the JSCB that this facility meet current Educational and Building Code standards in order to improve the educational environment, learning ability and general health and safety of the students.

Proposed Work Highlights:
- Occupied building.
- Roof replacement.
- Window replacement in courtyard area of building.
- Masonry repair.
- Stone façade replacement/repair.
- Bathroom renovations.
- Accessibility improvements.
- Advanced security systems.

Based on the scope of work, Commissioning, Educational Specifications and LEED Services are not anticipated to be required for this project.
HUNTINGTON ELEMENTARY SCHOOL

Grade Level: K through 8th
Enrollment: 955 Students
Square Feet: 144,061
Estimated Construction Cost: $16.9 million

Huntington is located at 400 Sunnycrest Road, built in 1930, is a two story masonry building. The exterior building work will include roof, window and minor exterior improvements. The existing bus drop off at the rear of the building is inadequate and a new solution is sought. Within the building the existing bathrooms will be renovated and new security upgrades are needed. The existing pool area will be renovated including a new heating system. This building will be occupied by students and faculty during renovations. Create a phasing plan to allow the school to function during construction.

It is the goal of the JSCB that this facility meet current Educational and Building Code standards in order to improve the educational environment, learning ability and general health and safety of the students.

Proposed Work Highlights:
- Occupied building.
- Site circulation for bus drop off and pick up.
- Roof replacement.
- Window replacement.
- Exterior upgrades.
- Pool renovations.
- Bathroom renovations.
- Advanced security systems.
- Accessibility improvements.

Based on the scope of work, Commissioning, Educational Specifications and LEED Services are not anticipated to be required for this project.
Westside Academy at Blodgett at 312 Oswego St, built in 1915, is a four story brick building with ornamental masonry and stone accents. The building has 41 instructional classrooms, health center, gymnasium, cafeteria, library and auditorium.

The building requires extensive masonry façade repair and replacement, new roofing system, window replacement, electrical service upgrade. Interior renovations are focusing on bathroom accessible upgrades and security improvements. This building will be occupied by students and faculty during renovations. Create a phasing plan to allow the school to function during construction.

It is the goal of the JSCB that this facility meet current Educational and Building Code standards in order to improve the educational environment, learning ability and general health and safety of the students.

Proposed Work Highlights:
- Occupied building.
- Roof replacement.
- Replacement of exterior windows and doors.
- Masonry repairs.
- Site work.
- Electrical service upgrades.
- Partial interior renovation work including bathrooms and advanced security systems.
- Accessibility improvements.

Based on the scope of work, Commissioning, Educational Specifications and LEED Services are not anticipated to be required for this project.
Attachment B

S06127 Summary:
BILL NO    S06127
SAME AS   SAME AS A08226-A
SPONSOR   DEFRANCISCO
COSPNSR
MLTSPNSR

Amd Part A-4 SS4 & 5, Chap 58 of 2006

Relates to members of the joint schools construction board and projects at certain schools in the Syracuse school district.

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S06127 Actions:
BILL NO    S06127

01/08/2014 REFERRED TO EDUCATION
01/13/2014 COMMITTEE DISCHARGED AND COMMITTED TO RULES
01/13/2014 ORDERED TO THIRD READING CAL.6
01/22/2014 PASSED SENATE
01/22/2014 DELIVERED TO ASSEMBLY
01/23/2014 referred to education
02/25/2014 substituted for a8226a
02/25/2014 ordered to third reading cal.457
02/25/2014 passed assembly
02/25/2014 returned to senate
03/12/2014 DELIVERED TO GOVERNOR
03/17/2014 SIGNED CHAP.9

Go to top

S06127 Memo:
Memo not available

Go to top

S06127 Text:

STATE OF NEW YORK

6127

IN SENATE

(PREFILED)

January 8, 2014

Introduced by Sen. DeFRANCISCO -- read twice and ordered printed, and when printed to be committed to the Committee on Education

AN ACT to amend chapter 58 of the laws of 2006 enacting the "city of
Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act", in relation to members of the JSC Board and projects at certain schools in the city school district.

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Subdivision (f) of section 4 of part A-4 of chapter 58 of the laws of 2006 enacting the "city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act", as amended by chapter 459 of the laws of 2013, is amended to read as follows:

(f) "JSC board" shall mean the joint schools construction board of the city and the city school district established to administer, manage, design, renovate and effect the financing of existing public schools within the Syracuse city school district. Such board shall consist of the mayor of the city of Syracuse and [two] THREE additional members designated by the mayor who shall serve at the pleasure of the mayor for a term not exceeding one year, the superintendent of the Syracuse city school district and two additional members designated by the superintendent who shall serve at the pleasure of the superintendent for a term not exceeding one year[, and a seventh member, not employed by the city or the school district, jointly designated by the mayor and the superintendent who shall serve at the pleasure of the mayor and the superintendent for a term not exceeding one year]. To ensure flexibility and continuity, the mayor and/or the superintendent may from time to time designate and authorize their chief of staff, chief financial officer, or other designee, to attend and vote in their stead.

S 2. Section 5 of part A-4 of chapter 58 of the laws of 2006 enacting the "city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act",

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.
S03435 Summary:

BILL NO  S03435C
SAME AS  SAME AS A04772-C
SPONSOR  DEFRANCISCO
COSPNSR  AVELLA, VALESKY
MLTSPNSR

Amd Chap 58 of 2006, generally

Amends the "City of Syracuse and the Board of Education of the City School District of the City of Syracuse Cooperative School Reconstruction Act" in relation to the powers and duties of the joint schools construction board of the city of Syracuse and the city school district.

S03435 Actions:

BILL NO  S03435C
02/01/2013 REFERRED TO EDUCATION
02/15/2013 AMEND AND RECOMMIT TO EDUCATION
02/15/2013 PRINT NUMBER 3435A
04/15/2013 AMEND AND RECOMMIT TO EDUCATION
04/15/2013 PRINT NUMBER 3435B
04/30/2013 REPORTED AND COMMITTED TO FINANCE
05/06/2013 AMEND AND RECOMMIT TO FINANCE
05/06/2013 PRINT NUMBER 7435C
05/21/2013 1ST REPORT CAL. 653
05/22/2013 2ND REPORT CAL.
05/23/2013 ADVANCED TO THIRD READING
05/29/2013 SUBSTITUTED BY A4772C
A04772 AMEND=C Magnarelli (MS)
02/08/2013 referred to education
02/15/2013 amend and recommit to education
02/15/2013 print number 4772a
04/15/2013 amend and recommit to education
04/15/2013 print number 4772b
04/24/2013 reported referred to ways and means
04/30/2013 reported
05/02/2013 advanced to third reading cal.257
05/07/2013 amended on third reading 4772c
05/20/2013 passed assembly
05/20/2013 delivered to senate
05/21/2013 REFERRED TO FINANCE
05/29/2013 SUBSTITUTED FOR S3435C
05/29/2013 3RD READING CAL. 653
05/29/2013 PASSED SENATE
05/29/2013 RETURNED TO ASSEMBLY
10/15/2013 delivered to governor
10/25/2013 signed chap.459
10/25/2013 approval memo.4

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STATE OF NEW YORK

3435--C

2013-2014 Regular Sessions

IN SENATE

February 1, 2013

Introduced by Sens. DeFRANCISCO, AVELLA, VALESKY -- read twice and
ordered printed, and when printed to be committed to the Committee on
Education -- committee discharged, bill amended, ordered reprinted as
amended and recommitted to said committee -- committee discharged,
bill amended, ordered reprinted as amended and recommitted to said
committee -- reported favorably from said committee and committed to
the Committee on Finance -- committee discharged, bill amended,
ordered reprinted as amended and recommitted to said committee

AN ACT to amend chapter 58 of the laws of 2006 enacting the "city of
Syracuse and the board of education of the city school district of the
city of Syracuse cooperative school reconstruction act", in relation
to the powers and duties of the joint schools construction board of
the city of Syracuse and the city school district

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Subdivisions (f), (h) and (j) of section 4 of part A-4 of
2 chapter 58 of the laws of 2006 enacting the "city of Syracuse and the
3 board of education of the city school district of the city of Syracuse
4 cooperative school reconstruction act" are amended to read as follows:
5 (f) "JSC board" shall mean the joint schools construction board of
6 the city and the city school district as set forth in an agreement,
7 dated as of April 1, 2004, between the city school district and the city
8 as such agreement may be from time to time amended or supplemented,
9 acting as agent for the city, school district, or both] "JSC BOARD"
10 SHALL MEAN THE JOINT SCHOOLS CONSTRUCTION BOARD OF THE CITY AND THE CITY
11 SCHOOL DISTRICT ESTABLISHED TO ADMINISTER, MANAGE, DESIGN, RENOVATE AND
12 EFFECT THE FINANCING OF EXISTING PUBLIC SCHOOLS WITHIN THE SYRACUSE CITY
13 SCHOOL DISTRICT. SUCH BOARD SHALL CONSIST OF THE MAYOR OF THE CITY OF
14 SYRACUSE AND TWO ADDITIONAL MEMBERS DESIGNATED BY THE MAYOR WHO SHALL
15 SERVE AT THE PLEASURE OF THE MAYOR FOR A TERM NOT EXCEEDING ONE YEAR,
16 THE SUPERINTENDENT OF THE SYRACUSE CITY SCHOOL DISTRICT AND TWO ADDI-

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.

LBD05782-14-3

S. 3435--C

2

1 TIONAL MEMBERS DESIGNATED BY THE SUPERINTENDENT WHO SHALL SERVE AT THE
2 PLEASURE OF THE SUPERINTENDENT FOR A TERM NOT EXCEEDING ONE YEAR, AND A
3 SEVENTH MEMBER, NOT EMPLOYED BY THE CITY OR THE SCHOOL DISTRICT, JOINTLY
4 DESIGNATED BY THE MAYOR AND THE SUPERINTENDENT WHO SHALL SERVE AT THE
5 PLEASURE OF THE MAYOR AND THE SUPERINTENDENT FOR A TERM NOT EXCEEDING
6 ONE YEAR, TO ENSURE FLEXIBILITY AND CONTINUITY, THE MAYOR AND/OR THE
7 SUPERINTENDENT MAY FROM TIME TO TIME DESIGNATE AND AUTHORIZE THEIR CHIEF
8 OF STAFF, CHIEF FINANCIAL OFFICER, OR OTHER DESIGNEE, TO ATTEND AND VOTE
(h) "Project" shall mean work at an existing school building site that involves the design, reconstruction, or rehabilitation of an existing school building for its continued use as a school of the city school district, which may include an addition to an existing school building for such continued use at a cost, for such addition, of, FOR PROJECTS IDENTIFIED IN SUBDIVISION (A) OF SECTION FIVE OF THIS ACT, no more than nine million dollars, AND, FOR PROJECTS IDENTIFIED IN SUBDIVISION (B) OF SECTION FIVE OF THIS ACT, NO MORE THAN TWENTY MILLION DOLLARS, and which also may include (1) the construction or reconstruction of athletic fields, playgrounds, and other recreational facilities for such existing school building, and/or (2) the acquisition and installation of all equipment necessary and attendant to and for the use of such existing school building AND/OR THE ACQUISITION OF ADDITIONAL REAL PROPERTY NECESSARY FOR THE PROJECT.

(j) "Program manager" shall mean an independent program management firm hired by the JSC board to assist it in: (1) developing and implementing procedures for the projects undertaken and contracted for by the JSC board; (2) reviewing plans and specifications for projects; (3) developing and implementing policies and procedures to utilize employment resources to provide sufficient skilled employees for such projects, including developing and implementing training programs, if required; [and (4) managing such projects IF REQUIRED BY THE JSC BOARD; (5) DEVELOPING AND MANAGING A FINANCIAL PLAN TO MAXIMIZE THE EFFICIENT USE OF STATE BUILDING AID; AND (6) MANAGING THE PROJECT BUDGET. PROVIDED, HOWEVER THAT THE CITY AND THE CITY SCHOOL DISTRICT ACTING THROUGH THE JSC BOARD MAY HIRE OR RETAIN ONE OR MORE EMPLOYEES TO PERFORM SOME OR ALL OF THE AFOREMENTIONED PROGRAM MANAGEMENT FUNCTIONS.

S. 2. Section 5 of part A-4 of chapter 58 of the laws of 2006 enacting the "city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act" is amended to read as follows:

S. 5. (A) No more than seven projects, one each at the Central High School, the Blodgett School, the Shea Middle School, the H.W. Smith Elementary School, the Clary Middle School, the Dr. Weeks Elementary School and the Fowler High School, up to a total cost of two hundred twenty-five million dollars; AND (B) NO MORE THAN TWENTY PROJECTS AT LOCATIONS TO BE DETERMINED BY THE CITY SCHOOL DISTRICT AND APPROVED BY THE JSC BOARD, UP TO A TOTAL COST OF THREE HUNDRED MILLION DOLLARS, shall be authorized and undertaken pursuant to this act, unless otherwise authorized by law.

S. 3. Sections 6 and 7 of part A-4 of chapter 58 of the laws of 2006 enacting the "city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act" are amended to read as follows:

S. 6. (1) Before formal selection of the projects IDENTIFIED IN SUBDIVISION (A) OF SECTION FIVE OF THIS ACT occurs, the JSC board shall develop a comprehensive plan recommending and outlining the projects it proposes to be potentially undertaken pursuant to this act. Such plan shall include: (a) an estimate of total costs to be financed, proposed financing plan, proposed method of financing, terms and conditions of the financing, estimated financing costs, and, if city general obligation bonds or notes are not proposed as the method of financing, a comparison of financing costs between such bonds or notes and the proposed method of financing. The plan should also address what specific options would be used to ensure that sufficient resources exist to cover the local share of any such project cost on an annual basis; (b) information concerning the potential persons to be involved in the financing
and such person’s role and responsibilities; (c) estimates on the design, reconstruction and rehabilitation costs by project, any administrative costs for potential projects, and an outline of the time-frame expected for completion of each potential project; (d) a detailed description of the request for proposals process and an outline of the criteria to be used for selection of the program manager and all contractors; (e) any proposed amendments to the city school district’s five year capital facilities plan submitted in accordance with subdivision 6 of section 3602 of the education law and the regulations of the commissioner; and (f) a diversity plan, in compliance with subdivision [(e)] (B) of section eight of this act, to develop diversity goals, including appropriate community input and public discussion, and develop strategies that would create and coordinate any efforts to ensure a more diverse workforce for the projects. The diversity plan should address accountability for attainment of the diversity goals, what forms of monitoring would be used, and how such information would be publicly communicated.

Prior to the development of the comprehensive plan, the JSC board shall hold as many public hearings as may be necessary to ensure sufficient public input and allow for significant public discussion on the school building needs in such city, with at least one hearing to be held in each neighborhood potentially impacted by a proposed project.

The JSC board shall submit the components of such comprehensive plan outlined in [subdivision] PARAGRAPH (a) of SUBDIVISION ONE OF this section to the comptroller, along with any other information requested by the comptroller, for his or her review and approval.

(2) BEFORE FORMAL SELECTION OF THE PROJECTS PURSUANT TO SUBDIVISION (B) OF SECTION FIVE OF THIS ACT OCCURS, THE CITY SCHOOL DISTRICT SHALL PROVIDE TO THE JSC BOARD A COMPREHENSIVE DRAFT PLAN RECOMMENDING AND OUTLINING THE PROJECTS IT PROPOSES TO BE POTENTIALLY UNDERTAKEN PURSUANT TO THIS ACT. SUCH PLAN WILL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE JSC BOARD AND SHALL INCLUDE: (A) AN ESTIMATE OF TOTAL COSTS TO BE FINANCED, PROPOSED FINANCING PLAN, PROPOSED METHOD OF FINANCING, TERMS AND CONDITIONS OF THE FINANCING, ESTIMATED FINANCING COSTS, AND, IF CITY GENERAL OBLIGATION BONDS OR NOTES ARE NOT PROPOSED AS THE METHOD OF FINANCING, A COMPARISON OF FINANCING COSTS BETWEEN SUCH BONDS OR NOTES AND THE PROPOSED METHOD OF FINANCING. THE PLAN SHOULD ALSO ADDRESS WHAT SPECIFIC OPTIONS WOULD BE USED TO ENSURE THAT SUFFICIENT RESOURCES EXIST TO COVER THE LOCAL SHARE OF ANY SUCH PROJECT COST ON AN ANNUAL BASIS; (B) INFORMATION CONCERNING THE POTENTIAL PERSONS TO BE INVOLVED IN THE FINANCING AND SUCH PERSON’S ROLE AND RESPONSIBILITIES; (C) ESTIMATES ON THE DESIGN, RECONSTRUCTION AND REHABILITATION COSTS BY PROJECT, ANY ADMINISTRATIVE COSTS FOR POTENTIAL PROJECTS, AND AN OUTLINE OF THE TIME-FRAME EXPECTED FOR COMPLETION OF EACH POTENTIAL PROJECT; (D) A DETAILED DESCRIPTION OF THE REQUEST FOR PROPOSALS PROCESS AND AN OUTLINE OF THE CRITERIA TO BE USED FOR SELECTION OF THE PROGRAM MANAGER AND ALL S. 3435--C

1 CONTRACTORS; (E) ANY PROPOSED AMENDMENTS TO THE CITY SCHOOL DISTRICT'S FIVE YEAR CAPITAL FACILITIES PLAN SUBMITTED IN ACCORDANCE WITH SUBDIVISION 6 OF SECTION 3602 OF THE EDUCATION LAW AND THE REGULATIONS OF THE COMMISSIONER; AND (F) A DIVERSITY PLAN, IN COMPLIANCE WITH SUBDIVISION (B) OF SECTION EIGHT OF THIS ACT, TO DEVELOP DIVERSITY GOALS, INCLUDING APPROPRIATE COMMUNITY INPUT AND PUBLIC DISCUSSION, AND DEVELOP STRATEGIES THAT WOULD CREATE AND COORDINATE ANY EFFORTS TO ENSURE A MORE DIVERSE WORKFORCE FOR THE PROJECTS. THE DIVERSITY PLAN SHOULD ADDRESS ACCOUNTABILITY FOR ATTAINMENT OF THE DIVERSITY GOALS, WHAT FORMS OF MONITORING WOULD BE USED, AND HOW SUCH INFORMATION WOULD BE PUBLICLY COMMUNICATED.

DISTRICT SHALL HOLD AS MANY PUBLIC HEARINGS AS MAY BE NECESSARY TO
ENSURE SUFFICIENT PUBLIC INPUT AND ALLOW FOR SIGNIFICANT PUBLIC
DISCUSSION ON THE SCHOOL BUILDING NEEDS IN SUCH CITY, WITH AT LEAST ONE
HEARING TO BE HELD IN EACH NEIGHBORHOOD POTENTIALLY IMPACTED BY A
PROPOSED PROJECT.

THE JSC BOARD SHALL SUBMIT THE COMPONENTS OF SUCH COMPREHENSIVE PLAN
OUTLINED IN PARAGRAPH (A) OF SUBDIVISION TWO OF THIS SECTION TO THE
COMPTROLLER, ALONG WITH ANY OTHER INFORMATION REQUESTED BY THE COMP-
TROLLER, FOR HIS OR HER REVIEW AND APPROVAL.

S 7. (A) Notwithstanding any general, special or local law to the
contrary and upon approval by the comptroller pursuant to section [four]
SIX of this act, the city school district may select projects, PURSUANT
TO SUBDIVISION (A) OF SECTION FIVE OF THIS ACT to be undertaken pursuant
to this act, as provided for in such approved comprehensive plan. After
the city school district has selected a new project and plans and spec-
ifications for such project have been prepared and approved by the city
school district, which are consistent with the approved comprehensive
plan, the city school district shall deliver such plans and specifica-
tions to the city, for approval by such city, acting through the common
council, and after the common council has approved such plans and spec-
ifications, the city shall deliver them to the commissioner for his or
her approval. After approval by the commissioner, the plans and spec-
ifications shall be returned to the city school district and such
district shall then deliver them to the JSC board. All such specifica-
tions shall detail the number of students the completed project is
intended to serve, the site description, the types of subjects to be
 taught, the types of activities for school, recreational, social, safety,
or other purposes intended to be incorporated in the school building
or on its site and such other information as the city school district,
the city, the common council, and the commissioner shall deem necessary
or advisable.

(B) NOTWITHSTANDING ANY GENERAL, SPECIAL OR LOCAL LAW TO THE CONTRARY
AND UPON APPROVAL BY THE COMPTROLLER PURSUANT TO SECTION SIX OF THIS
ACT, THE CITY SCHOOL DISTRICT MAY SELECT PROJECTS, PURSUANT TO SUBDIVI-
SION (B) OF SECTION FIVE OF THIS ACT TO BE UNDERTAKEN PURSUANT TO THIS
ACT, AS PROVIDED FOR IN SUCH APPROVED COMPREHENSIVE PLAN. AFTER THE CITY
SCHOOL DISTRICT HAS SELECTED A NEW PROJECT AND PLANS AND SPECIFICATIONS
FOR SUCH PROJECT HAVE BEEN PREPARED AND APPROVED BY THE CITY SCHOOL
DISTRICT IN CONSULTATION WITH THE CITY ENGINEER, WHICH ARE CONSISTENT
WITH THE APPROVED COMPREHENSIVE PLAN, THE CITY SCHOOL DISTRICT SHALL
DELIVER SUCH PLANS AND SPECIFICATIONS TO THE COMMISSIONER FOR HIS OR HER
APPROVAL. AFTER APPROVAL BY THE COMMISSIONER, THE PLANS AND SPECIFI-
CATIONS SHALL BE DELIVERED TO THE JSC BOARD. ALL SUCH SPECIFICATIONS SHALL
DETAIL THE NUMBER OF STUDENTS THE COMPLETED PROJECT IS INTENDED TO

SERVE, THE SITE DESCRIPTION, THE TYPES OF SUBJECTS TO BE TAUGHT, THE
TYPES OF ACTIVITIES FOR SCHOOL, RECREATIONAL, SOCIAL, SAFETY, OR OTHER
PURPOSES INTENDED TO BE INCORPORATED IN THE SCHOOL BUILDING OR ON ITS
SITE AND SUCH OTHER INFORMATION AS THE CITY SCHOOL DISTRICT, THE CITY
ENGINEER, AND THE COMMISSIONER SHALL DEEM NECESSARY OR ADVISABLE.

(C) NOTWITHSTANDING ANY OTHER PROVISION OF LAW TO THE CONTRARY, IF THE
TOTAL PROJECT COST ASSOCIATED WITH THE PROJECTS AUTHORIZED PURSUANT TO
SUBDIVISION (B) OF SECTION FIVE OF THIS ACT EXCEEDS THE ESTIMATED TOTAL
PROJECT COST OF 300 MILLION DOLLARS, THEN THE JSC BOARD SHALL REPORT
SUCH INFORMATION, ALONG WITH EXPLANATORY DOCUMENTATION REGARDING THE
INCREASE IN COST, TO THE GOVERNOR, THE NEW YORK STATE COMPTROLLER, THE
COMMISSIONER, THE TEMPORARY PRESIDENT OF THE SENATE AND THE SPEAKER OF
THE ASSEMBLY.

(D) NOTWITHSTANDING ANY OTHER PROVISION OF LAW TO THE CONTRARY, THE
JSC BOARD SHALL SUBMIT ESTIMATED PROJECT COSTS FOR THE PROJECTS AUTHORIZED PURSUANT TO SUBDIVISION (B) OF SECTION FIVE OF THIS ACT AFTER THE COMPLETION OF SCHEMATIC PLANS AND SPECIFICATIONS FOR REVIEW BY THE COMMISSIONER. IF THE TOTAL PROJECT COSTS ASSOCIATED WITH SUCH PROJECTS EXCEED THE SUM OF THE ESTIMATED INDIVIDUAL APPROVED COST ALLOWANCE OF EACH BUILDING PROJECT BY MORE THAN THE LESSER OF 30 MILLION DOLLARS OR TEN PERCENT OF THE APPROVED COSTS, AND THE CITY SCHOOL DISTRICT HAS NOT OTHERWISE DEMONSTRATED TO THE SATISFACTION OF THE NEW YORK STATE EDUCATION DEPARTMENT THE AVAILABILITY OF ADDITIONAL LOCAL SHARES FOR SUCH EXCESS COSTS, THEN THE JSC BOARD SHALL NOT PROCEED WITH THE PREPARATION OF FINAL PLANS AND SPECIFICATIONS FOR SUCH PROJECTS UNTIL THE PROJECTS HAVE BEEN REDESIGNED OR VALUE-ENGINEERED TO REDUCE ESTIMATED PROJECT COSTS SO AS NOT TO EXCEED THE ABOVE COST LIMITS.


S. 4. Paragraph (a) of section 8 of part A-4 of chapter 58 of the laws of 2006 enacting the "city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act" is amended to read as follows:

(a) [Pursuant to the authority granted to it by an agreement and any amendment or supplemental agreement thereto, between the city and the city school district creating the JSC board with reference to the JSC board and any amendments to those sections, the] THE JSC board, upon receipt of such plans and specifications for a project [from the city], may enter into contracts ACTING THROUGH THE CITY'S DIVISION OF PURCHASE AND SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND CORPORATION COUNSEL on behalf of the city or the city school district, or both, for such project.

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S. 5. Subdivisions (a) and (c) of section 9 of part A-4 of chapter 58 of the laws of 2006 enacting the "city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act" are amended to read as follows:

(a) Notwithstanding the provisions of any general, special, or local law to the contrary, a contract entered into between the JSC board and any person pursuant to this act may be awarded either pursuant to public bidding in compliance with section 103 of the general municipal law or, in order to foster major investment in existing school buildings and to deliver quality products and services that are beneficial to the city and the city school district and the public they serve, pursuant to the following provisions of this act for the award of a contract based on evaluation of proposals submitted in response to a request for proposals prepared by or for the JSC board. PROVIDED, HOWEVER, THAT THE JSC BOARD SHALL HAVE THE OPTION OF OBTAINING PROFESSIONAL SERVICES INCLUDING BUT NOT LIMITED TO AN INDEPENDENT PROGRAM MANAGER, CONSTRUCTION MANAGERS, ARCHITECTS, ENGINEERS, FINANCIAL EXPERTS, AND DIVERSITY COMPLIANCE
SERVICES THROUGH THE CITY'S STANDARD REQUEST FOR PROPOSALS PROCESS USING
THE JSC BOARD AS THE APPROVING GOVERNING BODY INSTEAD OF THE COMMON
COUNCIL FOR SUCH CONTRACT AWARDS.

(c) Prior to the issuance of a request for proposals pursuant to this
act, EXCEPT THOSE ISSUED PURSUANT TO THE CITY’S STANDARD REQUEST FOR
PROPOSALS, the JSC board shall publish notice of such issuance in the
official newspaper of the city, if any, and in at least one newspaper of
general circulation. Concurrent with the publication of such notice, a
draft request for proposals shall be filed with the JSC board. After
allowing a thirty day comment period and an additional ten days to
review such comments, the JSC board may publish the final request for
proposals and concurrent with such publication shall publish notice of
such issuance in the manner specified in this subdivision. Concurrent
with the publication of the final request for proposals, a set of
comments filed in relation to the draft request for proposals and find-
ings related to the substantive elements of such comments shall be filed
along with the request for proposals with the JSC board and in the
public library or libraries in proximity to the proposed project.

S 6. Subdivisions (a) and (d) of section 10 of part A-4 of chapter 58
of the laws of 2006 enacting the “city of syracuse and the board of
education of the city school district of the city of Syracuse cooper-
ative school reconstruction act” are amended to read as follows:

(a) The JSC board may require a contractor awarded a PUBLIC contract,
subcontract[], lease, grant, bond, covenant or other agreement for a
project to enter into a project labor agreement during and for the work
involved with such project when such requirement is part of the JSC
board’s [request for proposals] SPECIFICATIONS for the project and when
the JSC board determines that the record supporting the decision to
enter into such an agreement establishes that it is justified by the
interests underlying the competitive bidding laws. IN ADDITION, THE JSC
BOARD MAY CHOOSE TO EXTEND THE PROJECT LABOR AGREEMENT ENTERED INTO FOR
THE FIRST PHASE OF THE JSC CONSTRUCTION PROJECTS TO THE PROJECTS AUTHOR-
IZED HEREIN, CONTINGENT UPON THE COMPLETION OF A SUPPLEMENTAL PROJECT
LABOR AGREEMENT BENEFITS ANALYSIS.

(d) Every contract entered into by the JSC board for a project shall
contain a provision that the design of such project shall be subject to
the review and approval of the city school district AND THE CITY ENGI-
NEER and that the design and construction standards of such project
shall be subject to the review and approval of the commissioner. In
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addition, every such contract shall contain a provision that the
contractor shall furnish a labor and material bond guaranteeing prompt
payment of moneys that are due to all persons furnishing labor and mate-
rials pursuant to the requirements of any contracts for a project under-
taken pursuant to this act and a performance bond for the faithful
performance of the project, which shall conform to the provisions of
section 103-f of the general municipal law, and that a copy of such
performance and payment bonds shall be kept by the city and shall be
open to public inspection.

S 7. Section 11 of part A-4 of chapter 58 of the laws of 2006 enacting
the “city of syracuse and the board of education of the city school
district of the city of Syracuse cooperative school reconstruction act”
is amended to read as follows:

S 11. (a) All contracts entered into by the JSC board for projects
[undertaken pursuant to this act] PURSUANT TO SUBDIVISION (A) OF SECTION
FIVE OF THIS ACT shall be managed by an independent program manager.
Selection of the program manager shall be pursuant to the competitive
process established in section seven of this act. The program manager
shall have experience in planning, designing, and constructing new
and/or reconstructing existing school buildings, public facilities, commercial facilities, and/or infrastructure facilities, and in the negotiation and management of labor contracts and agreements, training programs, educational programs, and physical technological requirements for educational programs. The program manager shall manage all projects undertaken pursuant to SUBDIVISION (A) OF SECTION FIVE OF THIS act, review project schedules, review payment schedules, prepare cost estimates and assess the safety programs of contractors and all training programs, if required. The program manager shall implement procedures for verification by it that all work for which payment has been requested has been satisfactorily completed.

(b) ALL CONSTRUCTION AND DESIGN CONTRACTS ENTERED INTO BY THE JSC BOARD FOR PROJECTS PURSUANT TO SUBDIVISION (B) OF SECTION FIVE OF THIS ACT SHALL BE MANAGED BY THE CITY ENGINEER IN AGREEMENT WITH THE SCHOOL DISTRICT OR, AT THE DISCRETION OF THE JSC BOARD, AN INDEPENDENT PROGRAM MANAGER OR CONSTRUCTION MANAGERS SELECTED FOR ONE OR MORE PROJECTS.

SELECTION OF THE PROGRAM MANAGER AND/OR THE CONSTRUCTION MANAGER OR MANAGERS SHALL BE PURSUANT TO A COMPETITIVE PROCESS ENSURED IN ACCORDANCE WITH THE CITY'S STANDARD REQUEST FOR PROPOSALS PROCESS USING THE JSC BOARD AS THE APPROVED GOVERNING BODY INSTEAD OF THE COMMON COUNCIL FOR SUCH CONTRACT AWARDS. THE PROGRAM MANAGER SHALL HAVE EXPERIENCE IN PLANNING, DESIGNING, AND CONSTRUCTING NEW AND/OR RECONSTRUCTING EXISTING SCHOOL BUILDINGS IN NEW YORK STATE, PUBLIC FACILITIES, COMMERCIAL FACILITIES, AND/OR INFRASTRUCTURE FACILITIES, AND IN THE NEGOTIATION AND MANAGEMENT OF LABOR CONTRACTS AND AGREEMENTS, TRAINING PROGRAMS, EDUCATIONAL PROGRAMS, AND PHYSICAL TECHNOLOGICAL REQUIREMENTS FOR EDUCATIONAL PROGRAMS. THE PROGRAM MANAGER SHALL MANAGE ALL PROJECTS ASSIGNED BY THE JSC BOARD TO THE PROGRAM MANAGER AND UNDERTAKEN PURSUANT TO SUBDIVISION (B) OF SECTION FIVE OF THIS ACT, REVIEW PROJECT SCHEDULES, REVIEW PAYMENT SCHEDULES, PREPARE COST ESTIMATES AND ASSESS THE SAFETY PROGRAMS OF CONTRACTORS AND ALL TRAINING PROGRAMS, IF REQUIRED.

THE PROGRAM MANAGER SHALL IMPLEMENT PROCEDURES FOR VERIFICATION BY IT THAT ALL WORK FOR WHICH PAYMENT HAS BEEN REQUESTED HAS BEEN SATISFACTORY COMPLETED. PROVIDED, HOWEVER, THAT THE JSC BOARD MAY CHOOSE TO UTILIZE THE SERVICES OF AN INDEPENDENT CONSTRUCTION MANAGER AT ONE OR MORE OF THE PROJECTS TO BE AUTHORIZED HEREIN WITH SAID CONSTRUCTION S. 3435—C

MANAGER MANAGING THE PROJECT WITHIN THE MANAGEMENT PLAN SET FORTH BY THE INDEPENDENT PROGRAM MANAGER AND THE JSC BOARD.

(C) The program manager, and its affiliates or subsidiaries, if any, shall be prohibited from awarding contracts or being awarded contracts for or performing any work on projects undertaken pursuant to this act.

§ 8. Intentionally omitted.

§ 9. Section 13 of part A-4 of chapter 58 of the laws of 2006 enacting the "city of Syracuse and the board of education of the city school district of the city of Syracuse cooperative school reconstruction act" is amended to read as follows:

§ 13. Notwithstanding any general, special, or local law or ordinance to the contrary, contracts entered into by the JSC board for projects undertaken pursuant to this act: (A) MAY BE INITIALLY FUNDED BY THE CITY FROM ANY AVAILABLE MONEYS OR FROM THE PROCEEDS OF CITY OBLIGATIONS ISSUED IN ANTICIPATION OF PERMANENT FINANCING FROM ANY SOURCE PROVIDED UNDER THE ACT AND THE REIMBURSEMENT TO THE CITY OF ANY AVAILABLE MONEYS SO ADVANCED OR THE PAYMENT OF OBLIGATIONS OF THE CITY ISSUED IN ANTICIPATION OF PERMANENT FINANCING (INCLUDING PERMANENT FINANCING ISSUED THROUGH THE CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY FOR SUCH PURPOSE) IS HEREBY SPECIFICALLY AUTHORIZED, AND (B) (1) may be funded by certificates of participation issued by the city pursuant to this act; (2) may be installment purchased contracts; and (3) shall be subject to

http://assembly.state.ny.us/leg/?sh=printbill&bn=S03435&term=2013 11/12/2013
the provisions of section 109-b of the general municipal law, except for
paragraph (a) of subdivision 3 of such section, subdivision 5 of such
section, and paragraph (c) of subdivision 6 of such section, and except
to the extent section 109-b of the general municipal law is inconsistent
with the provisions of this act. All provisions with reference to
installment purchase contracts or certificates of participation
contained in section 109-b of the general municipal law, except any
prohibition against using such installment purchase contracts or certificates of participation for the purposes set forth in this act, shall
apply to installment purchase contracts or certificates of participation
entered into or issued pursuant to the authority of this section of this
act.

S 10. Section 14 of part A-4 of chapter 58 of the laws of 2006 enacting
the "city of Syracuse and the board of education of the city school
district of the city of Syracuse cooperative school reconstruction act"
is amended by adding a new subdivision (c) to read as follows:

(C) PAYMENT OF DEBT SERVICE ON BONDS, NOTES OR OTHER OBLIGATIONS
ISSUED TO SECURE FINANCING FOR PROJECTS UNDERTAKEN PURSUANT TO THIS ACT
SHALL NOT BE CONSIDERED WHEN DETERMINING THE "CITY AMOUNT" REQUIRED
PURSUANT TO SUBPARAGRAPH (II) OF PARAGRAPH A OF SUBDIVISION 5-B OF
SECTION 2576 OF THE EDUCATION LAW; PROVIDED, HOWEVER, THAT THIS
PROVISION SHALL NOT OTHERWISE AFFECT THE DETERMINATION OF SAID "CITY
AMOUNT" WITH RESPECT TO FUNDING UNRELATED TO PROJECTS UNDERTAKEN PURSUANT TO THIS ACT.

S 11. Subdivision (a) of section 16 of part A-4 of chapter 58 of the
laws of 2006 enacting the "city of Syracuse and the board of education
of the city school district of the city of Syracuse cooperative school
reconstruction act" is amended to read as follows:

(a) Notwithstanding any limitations contained in article 18-A of the
general municipal law, including subdivisions 4[,] 12 [and 13] of
section 854 and section 926 of the general municipal law, a project
undertaken pursuant to this act shall be a "project" within the defini-
tion and for the purposes of subdivision 4 of section 854 of the
general municipal law, which may be financed by the city of Syracuse
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1 industrial development agency or any successor agency thereto AND THE
2 CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY IS EXPRESSLY AUTHORIZED
3 TO REFINANCE OBLIGATIONS ISSUED BY THE CITY IN ANTICIPATION OF FINANCING
4 AUTHORIZED BY THIS ACT AND/OR REIMBURSE THE CITY FOR MONIES ADVANCED BY
5 THE CITY FOR PROJECTS UNDERTAKEN PURSUANT TO THIS ACT. In connection
6 with the city of Syracuse industrial development agency financing the
costs of any project undertaken pursuant to this act, the city and the
school district may grant a leasehold or license interest in the
project and school building site constituting such project to the city
of Syracuse industrial development agency. All contracts involving any
such projects shall be awarded by the JSC board pursuant to the compet-
itive [process] PROCESSES outlined in [section] SECTIONS seven, EIGHT
AND NINE of this act [and shall comply with the provisions of section
eight of this act]. A project undertaken pursuant to this act may be
financed through a special program agreement with the state of New York
municipal bond bank agency pursuant to the provisions of section 2435-a
of the public authorities law. It shall be the duty of the JSC board,
the city school district and the city to compare the financing available
for such projects through the city of Syracuse industrial development
agency with financing available through the state of New York municipal
bond bank agency, and to employ the financing mechanism that will result
in the lowest cost to the taxpayers of the city and the state. It shall
be the duty of the JSC board, the city school district, the city and the
city of Syracuse industrial development agency to share with the state
of New York municipal bond bank agency any information in their
possession that is required by the state of New York municipal bond bank
agency to determine the cost of financing such projects and to compute
the interest rate that would have been applicable to a bond issuance by
the state of New York municipal bond bank agency in the event that
financing is obtained through the city of Syracuse industrial develop-
ment agency. Any failure to provide such information within thirty days
of receipt of a request from the state of New York municipal bond bank
agency shall be deemed to be a failure of the city school district to
submit the data needed to compute the apportionment of state building
aid, and the commissioner shall withhold such apportionment until such
information is fully submitted. Upon request of the city school
district, the director of the state of New York municipal bond bank
agency shall submit such reports as the commissioner may require on the
financing of such projects and/or the interest rate that would have been
applicable to such projects if they had been financed through such agen-
cy.

S 12. Section 19 of part A-4 of chapter 58 of the laws of 2006 enact-
ing the "city of Syracuse and the board of education of the city school
district of the city of Syracuse cooperative school reconstruction act"
is amended to read as follows:

S 19. (A) On January 15, 2007 and annually thereafter, until
completion of the [seven] projects authorized pursuant to this act, the
JSC board shall issue a report to the governor, the comptroller, the
commissioner, the temporary president of the senate, the speaker of the
assembly, the city, the common council and the city school district on
the progress and status of the projects undertaken by the JSC board.
Provided further, that if any such entities request information on the
progress and status of the projects prior to such report, it shall be
provided to such entities by the JSC board.

(In addition, on) (B) ON or before June 30, 2014 or upon the
completion of the [seven] projects authorized pursuant to SUBDIVISION
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(A) OF SECTION FIVE OF this act, whichever shall first occur, the JSC
board shall issue a report to the city, the city school district, the
governor, the commissioner, the comptroller, the temporary president of
the senate, the minority leader of the senate, the speaker of the assem-
by, the minority leader of the assembly, the state board of regents,
and the chairs and ranking minority members of the New York state senate
and assembly committees on education, the finance committee of the New
York state senate, and the ways and means committee of the New York
state assembly. Such report shall identify the fiscal and pedagogical
results of the projects undertaken pursuant to this act, along with
recommendations for its continuance, amendments, or discontinuance.

(C) ON OR BEFORE JUNE 30, 2020 OR UPON THE COMPLETION OF THE PROJECTS
AUTHORIZED PURSUANT TO SUBDIVISION (B) OF SECTION FIVE OF THIS ACT,
WHICHSOEVER SHALL FIRST OCCUR, THE JSC BOARD SHALL ISSUE A REPORT TO THE
COMPTROLLER, THE TEMPORARY PRESIDENT OF THE SENATE, THE MINORITY LEADER
ASSEMBLY, THE STATE BOARD OF REGENTS, AND THE CHAIRS AND RANKING MINORI-
TY MEMBERS OF THE NEW YORK STATE SENATE AND ASSEMBLY COMMITTEES ON
EDUCATION, THE FINANCE COMMITTEE OF THE NEW YORK STATE SENATE, AND THE
WAYS AND MEANS COMMITTEE OF THE NEW YORK STATE ASSEMBLY. SUCH REPORT
SHALL IDENTIFY THE FISCAL AND PEDAGOGICAL RESULTS OF THE PROJECTS UNDER-
TAKEN PURSUANT TO THIS ACT, ALONG WITH RECOMMENDATIONS FOR ITS CONTIN-
UANCE, AMENDMENTS, OR DISCONTINUANCE.

S 13. This act shall take effect immediately; provided, however, that
all resolutions, actions, obligations and approvals of the JSC board, as
defined in subdivision (f) of section 4 of part A-4 of chapter 58 of the
laws of 2006, as amended in section one of this act, taken prior to the
effective date of this act shall remain in full force and effect and be
treated as resolutions, actions, obligations and approvals of such
board.
PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency’s notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.
Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:


14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.
25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

---

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

<table>
<thead>
<tr>
<th>26. NAMES OF KEY PERSONNEL (From Section E, Block 12)</th>
<th>27. ROLE IN THIS CONTRACT (From Section E, Block 13)</th>
<th>28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in &quot;Example Projects Key&quot; section below first, before completing table. Place &quot;X&quot; under project key number for participation in same or similar role.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jane A. Smith</td>
<td>Chief Architect</td>
<td>1 X 2 X 3 4 5 6 7 8 9 10</td>
</tr>
<tr>
<td>Joseph B. Williams</td>
<td>Chief Mech. Engineer</td>
<td>X X X X</td>
</tr>
<tr>
<td>Tara C. Donovan</td>
<td>Chief Elec. Engineer</td>
<td>X X X</td>
</tr>
</tbody>
</table>

**29. EXAMPLE PROJECTS KEY**

<table>
<thead>
<tr>
<th>NO.</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
<th>NO.</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Federal Courthouse, Denver, CO</td>
<td>6</td>
<td>XYZ Corporation Headquarters, Boston, MA</td>
</tr>
<tr>
<td>2</td>
<td>Justin J. Wilson Federal Building, Baton Rouge, LA</td>
<td>7</td>
<td>Founder's Museum, Newport RI</td>
</tr>
</tbody>
</table>
See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

   a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

   b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Acoustical Engineer</td>
<td>32</td>
<td>Hydraulic Engineer</td>
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<tr>
<td>02</td>
<td>Administrative</td>
<td>33</td>
<td>Hydrographic Surveyor</td>
</tr>
<tr>
<td>03</td>
<td>Aerial Photographer</td>
<td>34</td>
<td>Hydrologist</td>
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<tr>
<td>04</td>
<td>Aeronautical Engineer</td>
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<td>Industrial Engineer</td>
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<td>05</td>
<td>Archeologist</td>
<td>36</td>
<td>Industrial Hygienist</td>
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<td>06</td>
<td>Architect</td>
<td>37</td>
<td>Interior Designer</td>
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<tr>
<td>07</td>
<td>Biologist</td>
<td>38</td>
<td>Land Surveyor</td>
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<tr>
<td>08</td>
<td>CADD Technician</td>
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<td>09</td>
<td>Cartographer</td>
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<td>Materials Engineer</td>
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<td>Chemical Engineer</td>
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<td>Materials Handling Engineer</td>
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<td>11</td>
<td>Chemist</td>
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<td>Mechanical Engineer</td>
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<tr>
<td>12</td>
<td>Civil Engineer</td>
<td>43</td>
<td>Mining Engineer</td>
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<td>13</td>
<td>Communications Engineer</td>
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<td>Oceanographer</td>
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<td>14</td>
<td>Computer Programmer</td>
<td>45</td>
<td>Photo Interpreter</td>
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<td>15</td>
<td>Construction Inspector</td>
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<td>Photogrammetrist</td>
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<td>16</td>
<td>Construction Manager</td>
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<td>Planner: Urban/Regional</td>
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<tr>
<td>17</td>
<td>Corrosion Engineer</td>
<td>48</td>
<td>Project Manager</td>
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<tr>
<td>18</td>
<td>Cost Engineer/Estimator</td>
<td>49</td>
<td>Remote Sensing Specialist</td>
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<tr>
<td>19</td>
<td>Ecologist</td>
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<td>Risk Assessor</td>
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<td>Economist</td>
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<td>Safety/Occupational Health Engineer</td>
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<td>Electrical Engineer</td>
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<td>Sanitary Engineer</td>
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<td>Electronics Engineer</td>
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<td>Scheduler</td>
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<td>Environmental Engineer</td>
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<td>Security Specialist</td>
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<td>24</td>
<td>Environmental Scientist</td>
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<td>Soils Engineer</td>
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<td>25</td>
<td>Fire Protection Engineer</td>
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<td>Specifications Writer</td>
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<td>26</td>
<td>Forensic Engineer</td>
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<td>Structural Engineer</td>
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<td>27</td>
<td>Foundation/Geotechnical Engineer</td>
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<td>Technician/Analyst</td>
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<td>28</td>
<td>Geodetic Surveyor</td>
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<td>Toxicologist</td>
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<td>29</td>
<td>Geographic Information System Specialist</td>
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<td>31</td>
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<td>A01</td>
<td>Acoustics, Noise Abatement</td>
<td>E01</td>
<td>Ecological &amp; Archeological Investigations</td>
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<td>Aerial Photography; Airborne Data and Imagery Collection and Analysis</td>
<td>E02</td>
<td>Educational Facilities; Classrooms</td>
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<tr>
<td>A03</td>
<td>Agricultural Development; Grain Storage; Farm Mechanization</td>
<td>E03</td>
<td>Electrical Studies and Design</td>
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<tr>
<td>A04</td>
<td>Air Pollution Control</td>
<td>E04</td>
<td>Electronics</td>
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<tr>
<td>A05</td>
<td>Airports; Navaids; Airport Lighting; Aircraft Fueling</td>
<td>E05</td>
<td>Elevators; Escalators; People-Movers</td>
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<td>A06</td>
<td>Airports; Terminals and Hangars; Freight Handling</td>
<td>E06</td>
<td>Embassies and Chanceries</td>
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<td>A07</td>
<td>Arctic Facilities</td>
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<td>Energy Conservation; New Energy Sources</td>
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<td>A08</td>
<td>Animal Facilities</td>
<td>E08</td>
<td>Engineering Economics</td>
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<td>Anti-Terrorism/Force Protection</td>
<td>E09</td>
<td>Environmental Impact Studies, Assessments or Statements</td>
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<td>A10</td>
<td>Asbestos Abatement</td>
<td>E10</td>
<td>Environmental and Natural Resource Mapping</td>
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<td>A11</td>
<td>Auditoriums &amp; Theaters</td>
<td>E11</td>
<td>Environmental Planning</td>
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<tr>
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<td>Automation; Controls; Instrumentation</td>
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<td>Environmental Remediation</td>
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<td>B01</td>
<td>Barracks; Dormitories</td>
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<td>Environmental Testing and Analysis</td>
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<tr>
<td>B02</td>
<td>Bridges</td>
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<td>C01</td>
<td>Cartography</td>
<td>F01</td>
<td>Fallout Shelters; Blast-Resistant Design</td>
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<tr>
<td>C02</td>
<td>Cemeteries (Planning &amp; Relocation)</td>
<td>F02</td>
<td>Field Houses; Gyms; Stadiums</td>
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<tr>
<td>C03</td>
<td>Charting: Nautical and Aeronautical</td>
<td>F03</td>
<td>Fire Protection</td>
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<td>Fisheries; Fish ladders</td>
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<td>Child Care/Development Facilities</td>
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<td>Churches; Chapels</td>
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<td>Codes; Standards; Ordinances</td>
<td>G01</td>
<td>Garages; Vehicle Maintenance Facilities; Parking Decks</td>
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<tr>
<td>C09</td>
<td>Cold Storage; Refrigeration and Fast Freeze</td>
<td>G02</td>
<td>Gas Systems (Propane; Natural, Etc.)</td>
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<td>C10</td>
<td>Commercial Building (low rise) ; Shopping Centers</td>
<td>G03</td>
<td>Geodetic Surveying: Ground and Air-borne</td>
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<td>C11</td>
<td>Community Facilities</td>
<td>G04</td>
<td>Geographic Information System Services: Development, Analysis, and Data Collection</td>
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<td>C12</td>
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<td>Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting</td>
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<tr>
<td>C13</td>
<td>Computer Facilities; Computer Service</td>
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<td>Graphic Design</td>
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<td>Conservation and Resource Management</td>
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<tr>
<td>C15</td>
<td>Construction Management</td>
<td>H01</td>
<td>Harbors; Jetties; Piers, Ship Terminal Facilities</td>
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<tr>
<td>C16</td>
<td>Construction Surveying</td>
<td>H02</td>
<td>Hazardous Materials Handling and Storage</td>
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<td>C17</td>
<td>Corrosion Control; Cathodic Protection; Electrolysis</td>
<td>H03</td>
<td>Hazardous, Toxic, Radioactive Waste Remediation</td>
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<td>C18</td>
<td>Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting</td>
<td>H04</td>
<td>Heating; Ventilating; Air Conditioning</td>
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<tr>
<td>C19</td>
<td>Cryogenic Facilities</td>
<td>H05</td>
<td>Health Systems Planning</td>
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<tr>
<td>D01</td>
<td>Dams (Concrete; Arch)</td>
<td>H06</td>
<td>Highrise; Air-Rights-Type Buildings</td>
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<tr>
<td>D02</td>
<td>Dams (Earth; Rock); Dikes; Levees</td>
<td>H07</td>
<td>Highways; Streets; Airfield Paving; Parking Lots</td>
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<td>D03</td>
<td>Desalinization (Process &amp; Facilities)</td>
<td>H08</td>
<td>Historical Preservation</td>
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<td>D04</td>
<td>Design-Build - Preparation of Requests for Proposals</td>
<td>H09</td>
<td>Hospital &amp; Medical Facilities</td>
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<tr>
<td>D05</td>
<td>Digital Elevation and Terrain Model Development</td>
<td>H10</td>
<td>Hotels; Motels</td>
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<tr>
<td>D06</td>
<td>Digital Orthophotography</td>
<td>H11</td>
<td>Housing (Residential, Multi-Family; Apartments; Condominiums)</td>
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<td>D07</td>
<td>Dining Halls; Clubs; Restaurants</td>
<td>H12</td>
<td>Hydraulics &amp; Pneumatics</td>
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<td>D08</td>
<td>Dredging Studies and Design</td>
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<td>Hydrographic Surveying</td>
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<td>Industrial Buildings; Manufacturing Plants</td>
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<td>I02</td>
<td>Industrial Processes; Quality Control</td>
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<td>Industrial Waste Treatment</td>
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<td>Intelligent Transportation Systems</td>
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<td>Interior Design; Space Planning</td>
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<td>I06</td>
<td>Irrigation; Drainage</td>
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<td>J01</td>
<td>Judicial and Courtroom Facilities</td>
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<td>L01</td>
<td>Laboratories; Medical Research Facilities</td>
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<td>L02</td>
<td>Land Surveying</td>
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<td>Libraries; Museums; Galleries</td>
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<td>Lighting (Interior; Display; Theater, Etc.)</td>
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<td>L06</td>
<td>Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)</td>
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<td>M01</td>
<td>Mapping Location/Addressing Systems</td>
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<td>M02</td>
<td>Materials Handling Systems; Conveyors; Sorters</td>
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<td>M03</td>
<td>Metallurgy</td>
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<td>M04</td>
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<td>Mining &amp; Mineralogy</td>
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<td>Missile Facilities (Silos; Fuels; Transport)</td>
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<td>Modular Systems Design; Pre-Fabricated Structures or Components</td>
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<td>Naval Architecture; Off-Shore Platforms</td>
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<td>Navigation Structures; Locks</td>
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<td>Nuclear Facilities; Nuclear Shielding</td>
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<td>Office Buildings; Industrial Parks</td>
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<td>Oceanographic Engineering</td>
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<td>Ordnance; Munitions; Special Weapons</td>
<td></td>
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<tr>
<td>P01</td>
<td>Petroleum Exploration; Refining</td>
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<tr>
<td>P02</td>
<td>Petroleum and Fuel (Storage and Distribution)</td>
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<tr>
<td>P03</td>
<td>Photogrammetry</td>
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<tr>
<td>P04</td>
<td>Pipelines (Cross-Country - Liquid &amp; Gas)</td>
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<tr>
<td>P05</td>
<td>Planning (Community, Regional, Areawide and State)</td>
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<tr>
<td>P06</td>
<td>Planning (Site, Installation, and Project)</td>
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<tr>
<td>P07</td>
<td>Plumbing &amp; Piping Design</td>
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<td>P08</td>
<td>Prisons &amp; Correctional Facilities</td>
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<td>P09</td>
<td>Product, Machine Equipment Design</td>
<td></td>
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<td>P10</td>
<td>Pneumatic Structures, Air-Support Buildings</td>
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<td>P11</td>
<td>Postal Facilities</td>
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<td>P12</td>
<td>Power Generation, Transmission, Distribution</td>
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<td>P13</td>
<td>Public Safety Facilities</td>
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<tr>
<td>R01</td>
<td>Radar; Sonar; Radio &amp; Radar Telescopes</td>
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<tr>
<td>R02</td>
<td>Radio Frequency Systems &amp; Shieldings</td>
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<td>R03</td>
<td>Railroad; Rapid Transit</td>
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<tr>
<td>R04</td>
<td>Recreation Facilities (Parks, Marinas, Etc.)</td>
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<tr>
<td>R05</td>
<td>Refrigeration Plants/Systems</td>
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<tr>
<td>R06</td>
<td>Rehabilitation (Buildings; Structures; Facilities)</td>
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<tr>
<td>R07</td>
<td>Remote Sensing</td>
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<tr>
<td>R08</td>
<td>Research Facilities</td>
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<tr>
<td>R09</td>
<td>Resources Recovery; Recycling</td>
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<td>R10</td>
<td>Risk Analysis</td>
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<td>R11</td>
<td>Rivers; Canals; Waterways; Flood Control</td>
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<td>R12</td>
<td>Roofing</td>
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<td>S01</td>
<td>Safety Engineering; Accident Studies; OSHA Studies</td>
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<tr>
<td>S02</td>
<td>Security Systems; Intruder &amp; Smoke Detection</td>
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<tr>
<td>S03</td>
<td>Seismic Designs &amp; Studies</td>
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<td>S04</td>
<td>Sewage Collection, Treatment and Disposal</td>
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<td>S05</td>
<td>Soils &amp; Geologic Studies; Foundations</td>
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<td>S06</td>
<td>Solar Energy Utilization</td>
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<td>S07</td>
<td>Solid Wastes; Incineration; Landfill</td>
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<tr>
<td>S08</td>
<td>Special Environments; Clean Rooms, Etc.</td>
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<tr>
<td>S09</td>
<td>Structural Design; Special Structures</td>
<td></td>
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<tr>
<td>S10</td>
<td>Surveying; Plating; Mapping; Flood Plain Studies</td>
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<tr>
<td>S11</td>
<td>Sustainable Design</td>
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<td>S12</td>
<td>Swimming Pools</td>
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<td>S13</td>
<td>Storm Water Handling &amp; Facilities</td>
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<tr>
<td>T01</td>
<td>Telephone Systems (Rural; Mobile; Intercom, Etc.)</td>
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<tr>
<td>T02</td>
<td>Testing &amp; Inspection Services</td>
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<tr>
<td>T03</td>
<td>Traffic &amp; Transportation Engineering</td>
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<tr>
<td>T04</td>
<td>Topographic Surveying and Mapping</td>
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<tr>
<td>T05</td>
<td>Towers (Self-Supporting &amp; Guyed Systems)</td>
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<td>T06</td>
<td>Tunnels &amp; Subways</td>
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<tr>
<td>Code</td>
<td>Description</td>
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<tr>
<td>U01</td>
<td>Unexploded Ordnance Remediation</td>
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<td>U02</td>
<td>Urban Renewals; Community Development</td>
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<td>U03</td>
<td>Utilities (Gas and Steam)</td>
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<tr>
<td>V01</td>
<td>Value Analysis; Life-Cycle Costing</td>
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<tr>
<td>W01</td>
<td>Warehouses &amp; Depots</td>
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<td>W02</td>
<td>Water Resources; Hydrology; Ground Water</td>
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<td>W03</td>
<td>Water Supply; Treatment and Distribution</td>
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<td>W04</td>
<td>Wind Tunnels; Research/Testing Facilities Design</td>
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<tr>
<td>Z01</td>
<td>Zoning; Land Use Studies</td>
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<td></td>
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</tbody>
</table>
ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION  (City and State)

2. PUBLIC NOTICE DATE  3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER  7. FAX NUMBER  8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

<table>
<thead>
<tr>
<th>PRIME</th>
<th>JV</th>
<th>PARTNER</th>
<th>SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9. FIRM NAME</td>
<td>10. ADDRESS</td>
<td>11. ROLE IN THIS CONTRACT</td>
</tr>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>c.</td>
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<td>d.</td>
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<td>e.</td>
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<tr>
<td>f.</td>
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</tr>
</tbody>
</table>

D. ORGANIZATIONAL CHART OF PROPOSED TEAM  

(Attached)
### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

<table>
<thead>
<tr>
<th>12. NAME</th>
<th>13. ROLE IN THIS CONTRACT</th>
<th>14. YEARS EXPERIENCE</th>
<th>15. FIRM NAME AND LOCATION (City and State)</th>
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<table>
<thead>
<tr>
<th>16. EDUCATION (DEGREE AND SPECIALIZATION)</th>
<th>17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)</th>
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<table>
<thead>
<tr>
<th>18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)</th>
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<tbody>
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<table>
<thead>
<tr>
<th>19. RELEVANT PROJECTS</th>
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</thead>
<tbody>
<tr>
<td>(1) TITLE AND LOCATION (City and State)</td>
</tr>
<tr>
<td>(2) YEAR COMPLETED</td>
</tr>
<tr>
<td>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</td>
</tr>
<tr>
<td>a.</td>
</tr>
<tr>
<td>b.</td>
</tr>
<tr>
<td>c.</td>
</tr>
<tr>
<td>d.</td>
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<tr>
<td>e.</td>
</tr>
</tbody>
</table>
## F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

### 21. Title and Location (City and State)

### 22. Year Completed

<table>
<thead>
<tr>
<th>20. Example Project Key Number</th>
<th>Professional Services</th>
<th>Construction (If applicable)</th>
</tr>
</thead>
</table>

### 23. Project Owner's Information

- **a.** Project Owner
- **b.** Point of Contact Name
- **c.** Point of Contact Telephone Number

### 24. Brief Description of Project and Relevance to This Contract

(Include scope, size, and cost)

### 25. Firms from Section C Involved with This Project

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>(1) Firm Name</td>
<td>(2) Firm Location (City and State)</td>
<td>(3) Role</td>
</tr>
<tr>
<td>(1) Firm Name</td>
<td>(2) Firm Location (City and State)</td>
<td>(3) Role</td>
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<tr>
<td>(1) Firm Name</td>
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<td>(3) Role</td>
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<td>(2) Firm Location (City and State)</td>
<td>(3) Role</td>
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<tr>
<td>(1) Firm Name</td>
<td>(2) Firm Location (City and State)</td>
<td>(3) Role</td>
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<tr>
<td>NO.</td>
<td>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</td>
<td>NO.</td>
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<td>5</td>
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<td>10</td>
</tr>
</tbody>
</table>
H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE
ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME

2b. STREET

2c. CITY

2d. STATE

2e. ZIP CODE

3. YEAR ESTABLISHED

4. DUNS NUMBER

5. OWNERSHIP

a. TYPE

b. SMALL BUSINESS STATUS

6a. POINT OF CONTACT NAME AND TITLE

6b. TELEPHONE NUMBER

6c. E-MAIL ADDRESS

7. NAME OF FIRM (If block 2a is a branch office)

8a. FORMER FIRM NAME(S) (If any)

8b. YR. ESTABLISHED

8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

<table>
<thead>
<tr>
<th>a. Function Code</th>
<th>b. Discipline</th>
<th>c. No. of Employees</th>
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<tbody>
<tr>
<td>(1) FIRM</td>
<td>(2) BRANCH</td>
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</tbody>
</table>

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

<table>
<thead>
<tr>
<th>a. Profile Code</th>
<th>b. Experience</th>
<th>c. Revenue Index Number (see below)</th>
</tr>
</thead>
</table>

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

|-----------------|---------------------|--------------|

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE

b. DATE

c. NAME AND TITLE
JSCB PHASE II - TRANCHE I

QUADRANT 1
Ed Smith K - 8 School

QUADRANT 3
Bellevue Elementary
Fowler High School
Frazer Pre-K - 8 School
Westside Academy at Blodgett

QUADRANT 4
Grant Middle School
Huntington Pre-K - 8 School

SWING SPACE
Levy
Shea Building
Phase II - Development and Diversification Plan for Workforce & Business
Development and Diversification Plan for Workforce and Business

Introduction

The Joint Schools Construction Board ("JSCB" or "Board") acting as the authorized agent of the City of Syracuse and the Syracuse City School District ("SCSD") recognizes the need to take action to ensure that minority and women-owned business enterprises and minority ("MBE", "WBE", "M/WBE") and women employees are given the opportunity to participate in the performance of the contracts issued by the Board. The Board recognizes that this opportunity for the participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. In addition, the JSCB has been authorized by New York State (Chp. 58 of the laws of 2006 as amended) to develop and adopt a Diversity Plan.

Accordingly, the Board fosters and promotes the participation of such individuals and business firms in all contracts with the Board and sets forth this initiative (the "Plan").

The Board envisions the participation goals increasing as capacity increases and plans to;

a. Develop strategies that will create and coordinate efforts to ensure a more diverse workforce for the projects as well as ensure the participation of minority and women-owned business enterprises;

b. Address accountability for attainment of the diversity goals -- providing a description of the forms of monitoring that will be used, and how such information will be communicated to the public and most importantly to potential participants.

The finalization and implementation of this Plan prior to any start of construction on the program will result in an effective process for increasing the purchase of goods and services from minority and women-owned businesses. It will also provide for coordination of local workforce development programs to ensure local capacity for the new job opportunities for minority and women workers that will be created through the program.

Goals of the Syracuse Joint Schools Construction Project

a. Renovate existing schools to create learning environments that are at the forefront of educational design and that deliver the flexible spaces, instructional technology and social support necessary to enhance student achievement equal to or exceeding the New York State Regents standards.

b. Renovate existing schools such that the quality of facilities district-wide is equitable and such that the quality of facilities is equal to or superior to those of any other school district in the state.

c. Develop shared facilities for educational, public safety, health, social support, and recreational purposes.

d. Maximize the economic benefit from school construction and reconstruction to neighborhood development and economic revitalization throughout the City.

e. Assist the Syracuse City School District, local labor, government, and not-for-profit agencies to develop, recruit and train a new diverse workforce.
f. Encourage, assist and sustain business development of underrepresented populations (i.e. people of color and women) and maximize the use of Syracuse based labor and local professional and construction-related business enterprises through a progressive and comprehensive Workforce and Business Diversification Plan.

g. Identify and utilize innovative financing techniques to provide sources for the local share – that portion of the cost that is not reimbursable under this project’s State Educational Department (SED) reimbursement formula – and to minimize (i) the local share of the costs of the program, (ii) debt incurred by the City for the program and (iii) net debt service and operation and maintenance costs.

h. Find creative solutions to interim school space during project build-out in a manner that minimizes disruption to existing school operations and classroom instruction.

**MBE & WBE Meaningful Participation**

The actual services provided by the MBE or WBE must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified MBE or WBE as a conduit or pass through for participation credit is strictly prohibited. It is the discretion of the JSCB to determine whether services are essential in the performance of the scope of work and offer a determination of the appropriateness of work allowed for lower tier subcontracting in accordance with practices generally accepted in the construction industry. The services the MBE or WBE will provide must be among those explicitly identified in the profile of a firm as listed in the City of Syracuse Directory of Certified M/WBEs. Firms submitted or who participate in the project outside of these conditions and without specific prior approval by the JSCB will not be credited toward the MWBE Utilization Plan and goals for the contract.

**Workforce Development and Diversification Principles and Rules**

One of the principal goals of this Plan is to support workforce development and diversification opportunities that can be created by the Program. This Diversity Plan acknowledges the diverse community of the City Syracuse. It also provides an opportunity to create an environment that engages and encourages the participation of this community. It also acknowledges the historical disparity experienced by M/WBE and workforce labor in gaining access to participate in projects.

Following is the statement of these principles.

1.) The Program envisions the use of a workforce reflective of the City’s population and diversity. Where qualified workers are not available from the local workforce, the Program will coordinate with local workforce training and development programs to develop new capacity. The multi-year duration of the Project provides the opportunity for planned development of a workforce, which meets this diversity objective.

2.) The capital investment represented by the Syracuse Schools Construction Program (the “Program”) requires development of a workforce reflective of the City’s population and diversity.
3.) In order to achieve the development of a diverse workforce for the Program, the Program Manager and/or Prime Contractor(s) shall assist the Independent Compliance Officer (ICO) in overseeing, facilitating, developing, and/or implementing the following:
   a. A community-wide public relations campaign to provide specific information about the Program’s employment opportunities, referral and training programs.
   b. A methodology which assists contractors, suppliers, professional service firms, or any other businesses providing goods and services to the Program to effectuate the workforce diversity goals of the Program and the minimum standards to be attained when providing such goods and services to the Program. All contracts shall include remedies and sanctions for noncompliance and identify a means by which inquiries and disputes about the Program requirement may be addressed.
   c. An independent compliance program which monitors performance of contractors, suppliers, and professional service firms.
   d. Regular monthly reporting process to the Board setting forth the results of all employment and compliance activity and dispute resolution activities.

I. Workforce Development and Diversification Rules

1.) All contractors, suppliers, professional service firms or other businesses providing goods or services with a JSCB contract of $50,000 or more shall comply with the workforce diversity rules set forth in Section II below. In the case of a contract award where compliance cannot be achieved through no fault and/or by act of omission of the contractor and/or vendor, the party required to comply with the workforce diversification rules shall present a plan to meet the goals of the Project in an alternative manner acceptable to the JSCB. In such case, the alternative plan shall be reviewed by the City's Compliance Officer (CCO) and ICO then submitted to the JSCB for approval or rejection. Within 10 workdays of submittal of the alternative plan, the ICO will review any documented evidence of good faith efforts to meet the original goals and determine whether the alternative plan does or does not meet the intent and goals of the Program and will notify the contractor or vendor of the findings.

2.) In order to achieve the workforce diversification goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services shall strive to and use best efforts to ensure that the workforce it engages to perform work for the Program shall demonstrate, in terms of the percentage of actual hours worked under the contract and/or contract as amended, participation rates as follows:
   a. Minority Workforce: 10% of project personnel hours including skilled trade’s people, journeymen, apprentices, and supervisory staff.
   b. Female Workforce: 10% of project personnel hours including skilled trade’s people, journeymen, apprentices, and supervisory staff.
   c. Each contractor, supplier, professional service provider, or other business providing goods and services shall strive to maximize the use of Syracuse-based labor, contractors, suppliers, and service providers.
   d. Workforce Limits: Only 25% of project personnel hours can be counted toward the EEO goal through the utilization of clerical “back office” or support staff.
   e. Residency Goal: 20% of project personnel hours for professional service firms or construction contractors retained by the JSCB, shall be met, if possible, through the hiring of residents of the City of Syracuse as defined by Postal Zip Code. This includes a minimum 2% of project
Development and Diversification Plan for Workforce and Business Personnel

3.) In order to achieve such development and diversification in its workforce, each contractor, supplier, professional service firm or other business providing goods or services shall:

a. Provide the ICO with a monthly workforce & census and other employment and certified payroll records necessary to verify achievement of the workforce diversity goals and demonstrate compliance with the minimum standards. Employee (EEO) zip code information must be listed on monthly EEO report.

b. Provide on-demand access and cooperation to the ICO to review records on-site and/or at work-site premises to validate workforce participation. This may include unannounced visits and on-the-spot interviews that the ICO and its inspectors may hold with workers at the job site or at off-site work premises to verify their work status and claimed job classifications.

c. With bid submission, present a proposed written recruiting program directed at attracting candidates to fill positions of employment in order to meet such requirements.

d. With bid submission, provide a statement committing to training or participation in training programs provided by third parties to train new employees in meaningful ways to succeed in their employment opportunities and to promote long-term employment within the industry or profession.

4.) In the event the prime contractor, supplier, professional service firm or other business providing goods or services fails to maintain minority/women workforce goals through the duration of the project on their contract or purchase order, the ICO can and shall exercise in a timely manner one or more of the following remedies. Summon the contractor, supplier, professional service firm or other businesses providing goods or services to appear before a JSCB selected hearing panel. The hearing shall be held within ten (10) business days of the notice of non-compliance by the ICO. After the contractor has had such a hearing the Board may elect to:

a. Withhold payment of any amounts due on the disputed item pending resolution of the non-compliance issue.

b. Assess liquidated damages in an amount equal to the dollar value that would have been realized if the minority/women workforce goals would have been met.

c. Withhold, suspend, cancel or terminate the contract or purchase order.

d. Identify such contractor as a non-responsive bidder for future contracts within the Program. (Requires approval by full Board.)

e. All of the mentioned penalties would be upon a prime contractor, supplier, and professional service firm or other business providing goods or services to the JSCB who failed to comply with approved utilization plan submitted with its bid for contracts.

Business Development and Diversification Principles and Rules

The other major goal of this Plan is to provide for business development opportunities and participation in the
Development and Diversification Plan for Workforce and Business

Program by minority-owned and women-owned businesses. Following are the principles associated with the implementation of that part of the Plan:

I. Business Development Principles

1.) The capital investment represented by the Syracuse Schools Construction Program creates a unique opportunity for participation of minority-owned and women-owned business enterprises. To ensure that contracts for goods and services are placed with qualified minority and women-owned business enterprises, the Program Manager will oversee, facilitate, develop and/or assist the ICO in implementing the following:

   a. Identify City of Syracuse certified MBE and WBE firms available to provide goods and services to the Program and to create a reference list for all Program participants.
   b. Identify City of Syracuse firms that could/can be certified as MBE or WBE.
   c. Ensure that contractors and suppliers divide the goods or services to be provided into Scopes, where economically and technically feasible, to create opportunities for participation.
   d. Coordinate activities and services with organizations such as chambers of commerce, trade groups, and community-based groups/organizations that promote MBE and WBE interests.
   e. Create opportunities for mentoring less experienced and/or start-up M/WBE’s.
   f. Encourage the formation of joint ventures, partnerships, or other similar arrangements where feasible to provide for greater opportunity for MWBE owned firms to participate in the Program.
   g. Develop a methodology that assists contractors, suppliers, professional service firms, or any other business providing goods or services to the Program to effectuate the business development and diversification goals of the project and the minimum standards to be attained when providing such goods and services to the project. All contracts shall include remedies and sanctions for non-compliance and identify a means by which inquiries and disputes about the project requirements may be addressed.

2.) All contractors, suppliers, professional service firms or other businesses providing goods or services shall comply with the business development and diversification rules set forth in Section II below. In the case of a contract award where compliance cannot be achieved through no fault and/or by act of omission of the contractor, the party required to comply with the workforce diversification rules shall present a plan to meet the goals of the project in an alternative manner acceptable to the JSCB. In order to present an alternative plan for meeting Diversification goals, written evidence must be presented that good faith efforts were made to secure the services of under-represented workers and businesses. In such case, the Alternative plan shall be submitted to the ICO. Review of the alternative plan and a decision of acceptance or rejection will be made by the JSCB in consultation with the ICO within 20 work days of submittal. In the event a hearing is necessary, a JSCB Hearing Committee will be established by the Board. A decision will be made by the JSCB within 10 days of such a hearing.
II. Business Development and Diversification Rules

1.) In order to achieve the Business Development goals of the Program, each contractor, supplier, professional service firm or other business providing goods or services with a Board contract of $50,000 or more shall strive to and use good faith efforts to engage disadvantaged, or woman-owned business to provide for the following:
   
   a. MBE: 12% of each contract or purchase order  
   b. WBE: 8% of each contract or purchase order  
   c. Change Orders: The above mentioned goals shall apply to any change order issued during the project.

2.) The value of the work procured from certified MBEs and WBEs to accomplish these goals shall be determined as follows:
   
   a. The dollar value of the work contracted to MBEs and WBEs through a purchase order, less any portion of that value paid by the MBE or WBE to any non-MBE or non-WBE manufacturer or producer to provide such goods and services as a subcontractor or sub-supplier to the MBE/WBE.  
   b. The full dollar value of a sub-contract with all M/WBE firms will be counted toward the diversification goals of the project.  
   c. In the instance of a joint venture, the percentage of the joint venture’s profits (or losses) that are to accrue to the MBE or WBE joint venture partner.

3.) In the case of a certified minority or women owned supplier that is in the business of supplying goods and materials by maintaining accounts with product manufacturers, paying for goods and materials directly, warehouses goods and materials, provide shipping and handling, and conducts its business as an industry supplier and not a broker, the full value of such contract or purchase order shall meet the project goals. Broker participation will not be counted on this project and will not count toward the Prime Contractors diversity goals.

4.) Each contractor, supplier, professional service firm or other business providing goods or services shall solicit bids for subcontractors and suppliers from certified MBE and WBEs including circulation of solicitations to minority contractors, suppliers, trade associations and/or employment and business advocacy groups/organizations. When evaluating bids and/or proposals received, each contractor, supplier, or professional service firm shall act in “good faith” and shall exercise good faith efforts to assist M/WBE firms to secure such work.

5.) To be deemed an MBE or WBE a certificate and/or letter from the city of Syracuse so designating such must be presented prior to contract award. Failure to produce an authentic certificate/letter will result in the firm not receiving an MBE or WBE designation for the project, thereby jeopardizing compliance with diversification goals.

6.) MBE and WBE designations are honored only for the area/component for which the designation has been provided by an authorizing agent.
7.) The City of Syracuse is the authorizing agent for MBE and WBE designations. The JSCB reserves the right to revise the Diversity Plan once the goals of **12% MBE participation and 8% WBE participation** are met through City certified firms.

8.) Each prime contractor, supplier, professional service firm, or other business providing goods or services under a contract with the JSCB shall provide the City's Compliance Officer (CCO) & ICO with a monthly report demonstrating compliance with the Business Development and Diversification Rules. Initially, in order to obtain certification of any claims for participation, the information submitted must include a signed contract or purchase order that the contractor, supplier, or professional service firm or business has finalized with the certified MBE or WBE firm specifying the level of participation along with the up-to-date certification information on the listed firm. During the term of the contract or purchase order, the contractor, supplier, or professional services firm will need to submit periodic reports to verify the continued participation and final percentage participation of the certified firms. This verification should include monthly payment records, any change orders with the certified contractor and any other supporting data required by the City's Compliance Officer & ICO to verify the claimed level of participation by the certified firms.

9.) In the event the prime contractor, supplier, and professional service firm or other business providing goods or service fails to submit the information listed in Paragraph 5 to verify participation or achieve the stated MBE and WBE goals through the duration of the contract or purchase order the City's Compliance Officer & ICO may exercise one or more of the following remedies. Summon the contractor, supplier or professional service firm or other business providing goods or services to appear before a JSCB selected hearing panel designated by the Board. The hearing shall be held within ten (10) business days of the notice of non-compliance by the ICO. After the contractor has had such a hearing the Board may elect to;

   a. Withhold payment of amounts due pending resolution.
   b. Assess liquidated damages in an amount equal to the contract dollar value that has not been successfully contracted to meet the MBE or WBE goals.
   c. Withhold, suspend, cancel or terminate the contract or purchase order.
   d. Identify such firm as a non-responsive bidder for future contract bids on the Program.
   e. All of the above mentioned penalties would be upon a prime contractor, supplier, and professional service firm or other business providing goods or services to the JSCB who failed to comply with approved utilization plan submitted with its bid for contracts.
APPENDIX A:

SUPPLEMENTAL INFORMATION, TERMS AND CONDITIONS

A. COMPLIANCE MONITORING

I. Procedure

1. Contract awardees will be notified in the award letter that MWBE (Form A), EEO (Form E) utilization plans, Scope Verification form and an EEO Policy Statement are due within 10 working days of the date of the award letter.

2. MWBE and EEO utilization plans, Scope Verification Forms and EEO Policy Statement will be submitted to the ICO & City's Compliance Officer ("CCO") for initial review.

3. The Prime Contractor will forward M/WBE and EEO utilization plans, Scope Verification forms and EBE Policy Statement to the City's Compliance Officer for approval.

4. Approved M/WBE and EEO utilization plans and EBE Policy Statements will be forwarded to the City's Compliance Officer prior to contract execution.

5. Once a contract is executed, the prime contractor will submit Form C, along with copies all written subcontracts, invoices and purchase orders and corresponding proofs of payments to the CCO & ICO for review by the 15th of each month for the duration of its contract.

6. The Program Manager and Prime Contractor will forward Form C, copies of invoices and purchase orders and corresponding proofs of payment to the Independent Compliance Officer for approval.

7. The ICO will produce & submit monthly reports to the Board regarding the JSCB Diversity Plan of all open contracts.

8. Once all work has been completed on a contract and prior to close out, the prime contractor will submit Form B’s to the CCO & ICO stating the total amount actually paid to the MWBE or DBE along with corresponding proof of payment. A separate Form B is needed for each MWBE participating in the contract. Each Form B must be signed by both the prime contractor and the MWBE firm.

9. The Independent Compliance Officer shall review all Form B’s for completeness and accuracy and forward to the CCO for approval.

10. The City Engineer will be notified of all approved Form B’s prior to release of retainage. Actual compliance statistics will be included in the Monthly Compliance Report to the Board.
B. DEFINITIONS

For the purpose of this Program, the following words, terms, phrases and abbreviations shall have the following meanings:

1. "Bidder" shall mean any contractor, vendor or other person, partnership, corporation or other business entity that submits a bid to the JSCB Program Manager or a Prime Contractor relative to the Syracuse Schools Reconstruction Program.

2. "Broker" shall mean a concern that adds no material value to an item being supplied to a procuring activity or which does not take ownership or possession of or handle the item being procured with its own equipment or facilities.

3. "Certification" shall mean the qualifying process that ensures Prime & Program Managers that a particular business is an Eligible Business Enterprise (EBE) which performs a commercially useful function.

4. "Commercially Useful Function" shall mean the execution by an EBE that contracts with the JSCB, or subcontracts with another business enterprise that contracts with the JSCB, of a distinct element of the work of the contract by actually performing, managing, and supervising the work involved. A business enterprise that serves as a conduit for another business shall not be deemed to perform a commercially useful function. In determining whether an EBE prime or subcontractor is performing a commercially useful function, factors, including but not limited to the following, will be considered:
   a. The nature and amount of work subcontracted;
   b. Whether the EBE has the skill and expertise to perform work for which it has been certified, as heretofore defined;
   c. Whether the EBE actually performs, manages and supervises the work;
   d. Whether the EBE intends to purchase commodities and/or services from a non-EBE and simply resell same to the general or prime bidder for the purpose of allowing those commodities and/or services to be counted toward assessment of a benchmark or fulfillment of a goal;
   e. Standard industry practices relating to the use of the second tier subcontractors. Consistent with standard industry practices, an EBE subcontractor may enter into second tier subcontracts. If an EBE subcontractor subcontracts a significantly greater portion of the work of its subcontract to a non-EBE inconsistent with standard industry practices, the EBE subcontractor shall be presumed not to be performing a commercially useful function.

5. "Compliance" shall mean the condition existing when a bidder has met the requirements of this Program.

6. "Conduit" shall mean a business that purchases goods or services that are not normally purchased or sold as a part of its daily business from another business for the sole purpose of resale to the Board or a contractor doing business with the board.
7. "Contract" shall mean any binding legal obligation of the JSCB created to acquire some good and/or service from one or more contractors (bidders), which is paid for or which is to be paid for, in whole or in part, with monetary appropriations of the Board. In this context, the terms contracting, purchasing, and procurement are synonymous and refer to the process or processes under which the Board undertakes such acquisitions.

8. "Eligible Business Enterprise" (EBE) shall mean an M/WBE firm as defined herein.

9. "Goal" shall mean the race and gender conscious measures in specified procurement subcategories.

10. "Good Faith Efforts" shall mean those active and aggressive actions established under this Program for a bidder undertaken to reflect the benchmark ranges or meet goals.

11. "Independent" shall mean that with respect to the ownership, control and activity of an EBE, the business shall operate separate and apart from the ownership, control or undue influence of another business owned and controlled by one or more non-EBEs.

12. "Joint Venture" shall mean an association of two or more independent persons, partnerships, corporations (or any combination of them) formed, consistent with the laws of the State of New York, to perform one or more specific contracts limited in scope and duration; and for which purpose, the entities combined their property, capital, effort, skills, knowledge and other assets.

13. "Minority" shall mean African American(s) (a person(s) having origins in any of the indigenous sub-Saharan racial groups of Africa), Native Americans, Hispanic Americans, and Asian Americans and any other racial group(s) for which there is a legally sufficient statistical disparity indicated, and an underutilization attributable to the effects of past or present discrimination in the local industry.

14. "Minority Business Enterprise" (MBE) shall mean, for the purpose of this Program, an independent concern which is at least 51% owned, operated and controlled by a minority who is a citizen of the United States, or a permanent resident of the United States and provides a commercially useful function, as defined herein.

15. "M/WBE" shall mean, severally or collectively, a Minority Business Enterprise (MBE) and/or a Women Business Enterprise (WBE).

16. "Non-Compliance" shall mean the condition existing when a bidder has failed to meet the requirements of this Program.

17. "Independent Compliance Officer" (ICO) shall mean the ICO who is responsible for administration of this Plan.

18. "Owned" shall mean that the minority, female, disadvantaged owner(s) possess an ownership interest of at least fifty-one percent (51%) of the business, for purposes of determining whether a business is a Minority Business Enterprise, Disadvantaged or Women Business Enterprise.
19. "Promise of Non-Discrimination" shall mean, collectively, one or more voluntary contractual affirmative promises and other promises of forbearance made by a bidder relating to the bidder's conduct occurring prior to submission of a bid as well as after award of a contract: (1) to adopt the policies of the Board relating to the participation of EBEs in the procurement process; (2) to undertake certain affirmative good faith effort measures to ensure the maximum practicable participation by EBEs; and (3) not to otherwise engage in discriminatory conduct against EBEs inconsistent with said policies.

20. "Review" shall mean a hearing upon complaint filed by the ICO to determine whether a bidder has satisfactorily implemented good faith efforts to include EBEs in the procurement process and if so, the bidder shall be deemed to be responsive.

21. "Significant Business Presence" shall mean that an EBE has an established place of business in the Onondaga County area at which one or more of its employees are regularly based and that such place of business has a substantial role in the EBE's performance of a commercially useful function as herein defined. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

22. "Women Business Enterprise" (WBE) shall mean, for the purpose of this Program, an independent concern that is at least 51% owned, operated and controlled by female member(s) who are citizens of the United States or permanent residents of the United States and provides a commercially useful function, as defined herein.

C. PROGRAM SCOPE AND APPLICABILITY

The following categories are initially established to identify the nature and types of goods and services the JSCB is contracting for.

**Category A - Construction**: Includes all contracting relating to buildings, facilities and other erected structures on school projects in the Program.

**Category B - Services**: Encompasses the procurement of advertising, printing, non-construction repairs, janitorial services, training seminars and workshops, computer and information systems, security, shipping and mailing, microfiche and microfilm, courier, storage, travel, and consulting.

**Category C - Commodities**: Includes the purchase of all goods, equipment, food, office and other supplies, art, furniture and other tangible personal property not associated with under the provision of a service identified in Categories A and B.

**Category D - Employment Compliance**: This program segment ensures that minority and female employment goals are met and maintained through the life of each project.
Category E - Professional Services: This program segment covers: (1) professional design contracts requiring the services of licensed architects, engineers, planners and surveyors; (2) regulated professional contracts requiring the services of individuals and firms whose practices are regulated by the State of New York; (3) general consultant contracts such as program and construction management services, affirmative action services and general business services; and (4) general service contracts such as janitorial, snow removal and printing.

Independent Compliance Officer: The JSCB will hire and will retain an Independent Compliance Officer, herein referred to as ICO to administer and enforce the Program Diversity Plan. The ICO will be responsible for the performance of the following duties and obligations for purposes of implementing and achieving the policies and objectives of the Program:

a. To administer and enforce JSCB policy;
b. To promulgate rules, regulations and procedures consistent with this Program and publish and make public said rules, regulations and procedures for M/WBE Participation;
c. To verify EBEs are appropriately certified in accordance with the provisions set forth by a recognized certification JSCB;
d. To initiate and maintain outreach programs for all EBEs;
e. To develop, maintain and make available a database of certified EBEs;
f. To make a recommendation regarding reasonable and market based MBE/WBE goals and to annually assess such goals;
g. To pursue applicable M/WBE goals, as provided for in this Program;
h. To attend pre-bid, pre-award, post-bid and bid-award meetings;
i. To receive and investigate written complaints as provided in the written complaint and post bid review sections of this program;
j. To notify all parties of the right to review any decision of the ICO;
k. To provide recommendations to the Board, CCO, Program Manager and other pertinent personnel to effectuate the policies and objectives of this Diversity Plan;
l. To prepare and submit monthly, quarterly and annual reports;
m. To perform other tasks necessary to fulfill the above duties and to carry out the intent of the JSCB.

D. RIGHT TO INVESTIGATE

Investigate Non-Compliance Practices: The Independent Compliance Officer shall be authorized to determine compliance by contractors with goals established in JSCB contracts. Such a determination of compliance or non-compliance may be based on whether the contractor is complying with goals set forth in an approved utilization plan; or the determination is consistent with the procedures or action described in the JSCB goal plan; or the information made available to the JSCB through monitoring, onsite inspections, progress meeting, review of payrolls or other JSCB action to provide evidence of compliance. (NYCRR 143.5)
E. MONITORING, EVALUATION AND REPORTING

**ICO Authorization to Monitor:** The ICO shall be authorized to collect from all contractors doing business with the JSCB information as to business ownership, supplier information, subcontractor information, and other data that reflects the race, gender, and ethnic origin of bidders, vendors, contractors and subcontractors.

**City Compliance Officer (CCO) Information:** MWBE Compliance Officer, Dept. Neighborhood & Business Development, City Hall Commons, 201 E. Washington Street, Room 600, Syracuse N.Y. 13202. Questions & Comments can be emailed to JSCB@syrgov.net

**Duty to Monitor Contracting:** The ICO shall continuously monitor the participation of EBEs in the procurement of goods and services for the JSCB. Such monitoring shall include, but is not necessarily limited to, a statistical analysis of each commodity, construction trade and professional services, financial services, employment compliance monitoring that is the subject of the JSCB’s purchasing process and a determination as to whether in any such classification there is utilization of minorities and women in a manner that is proportioned to their availability range. While this monitoring function may be performed on an ongoing, as needed basis after the completion of construction, the ICO will provide monthly, quarterly and annual written reports to the JSCB during preconstruction and construction phase and post-construction phase.

**Reporting:** The ICO will gather statistical data and report to the JSCB a summary of the purchases and contracts placed with EBEs for the period and the relative percentage to the total of purchases and contracts for that period. All reports submitted shall specify the percentage of EBEs that are minority and/or women-owned businesses as defined herein, with each minority category reported separately. Payments made to non-certified minority and women-owned businesses and other M/WBEs shall be included as a separate set of figures for purposes of tabulating the total contract dollars going to minority and women-owned businesses.

The reports will emphasize quantity and quality of EBE involvement by dollar volume. Reporting will serve the dual purpose of giving credit where due and highlighting areas needing additional effort. Monthly reports to the JSCB shall include information relevant to efforts based on ethnicity and gender.

F. EBE ELIGIBILITY

**General Eligibility:** Generally, any business enterprise certified as an M/WBE as earlier defined under this Program, collectively referred to as EBEs, and as determined by a recognized certifying JSCB, is eligible to participate in the Program. All EBEs meeting the certification requirements of the recognized certifying JSCB shall be eligible to participate in all other features of the program. Current contact information about the certifying JSCB shall be maintained by the CCO and provided to all interested persons upon request.

G. PROVISIONS RELATING TO MBE/WBE

**Establishment of Annual Participation Goals:** Based on the historical underutilization of MBE/WBEs, there is a compelling interest within the City of Syracuse & Onondaga County to establish goals. In fulfillment of the policy to promote equal business opportunity with the JSCB. The JSCB will establish M/WBE goals for all subcategories.
**Contractors and Subcontractors Must Meet Participation Goals:**
It is agreed that all prime contractors and subcontractors, who have been awarded contracts for work covered by this Agreement shall be bound to meet all established goals. They shall evidence their acceptance of this provision in the Letter of Intent to Perform. This Agreement is made a part of the contract and incorporated by reference into contract document.

**Project Goals:** In addition to the annual overall program goals and category goals, the goals for each project will be established and reported.

**Notice of Bid Opportunities:** The ICO and all bidders shall give notice of bid opportunities for each contract to all known available M/WBEs with capabilities consistent with the requirements of the specific contract.

**Consideration of Goals in Bid Evaluation:** Where the JSCB establishes goals, the inclusion of underutilized M/WBEs shall become an additional factor considered in the evaluation of bids submitted by contractors, in addition to, but not limited to all other generally accepted considerations.

**Assessment of Goals:** All total contract dollars awarded to minorities women-owned businesses, whether payments are made to non-certified MBEs and WBEs, or certified M/WBEs, shall count toward the calculation of whether minority women participation reflects the goal in a designated category. For the purposes of state reporting only those dollars paid to certified M/WBE will be counted.

**H. COUNTING OF MBE/WBE PARTICIPATION**

Types of participation that may be counted towards the goal:

1. The total dollar value of the contract may be counted toward the specified goal. This includes reasonable fees charged for professional services, legal counsel and financial consultants.
2. The actual portion of the M/WBEs participation in a joint venture is counted toward the goal.

**I. COUNTING EBE PARTICIPATION**

**Counting EBE Participation toward Meeting Goals:**

In the event that goals are established, all bidders, including EBE bidders, shall make good faith efforts to attain goals through all tiers of participation (all subcontractor work).

1. **Supplier Participation:** Where a prime contractor utilizes suppliers to satisfy the goal(s) in whole or in part, the EBE suppliers must perform a commercially useful function. Participation may be approved upon review of the following factors:
   a. the nature and amount of supplies to be furnished;
   b. whether the EBE is a manufacturer, wholesaler or distributor of the supplies and has the capabilities to deliver the goods in accordance with its certification;
   c. whether the EBE actually performs, manages and supervises the work to furnish the...
supplies;

d. whether the EBE intends to purchase supplies from a non-EBE and simply resell same to the general or prime bidder for the purpose of allowing those supplies to be counted towards fulfillment of the goal(s);

e. Fifty percent (50%) of the contract amount for suppliers and vendors shall count towards the goal on construction contracts.

J. REQUIREMENTS OF CONTRACTORS

Contractor’s Utilization Plan: At the time of bid tender each bidder shall be required to submit to the ICO a completed Contractor Utilization Plan. This City form will satisfy the requirement of that utilization plans are submitted. The ICO shall review the plan and issue a written notice of acceptance or deficiency. Any deficiency must be cured within seven days.

Promise of Non-Discrimination: At the time of bid tender each bidder shall be required to submit to the ICO a duly-executed and attested Promise of Non-Discrimination, enforceable by law, which shall contain the following provisions. The bidder voluntarily agrees:

1. To adopt the policies of the JSCB relating to equal opportunity in contracting on projects and contracts funded, whole or in part, with monetary appropriations of the JSCB;

2. To undertake certain good faith efforts as set forth herein to attain the maximum practicable participation of EBEs on said projects and contracts;

3. Not to otherwise engage in discriminatory conduct against EBEs.

4. That the Promise of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption;

5. That the Promise of Non-Discrimination is made a part of the contract and incorporated by reference into. The failure of the bidder to uphold the promises of non-discrimination shall constitute a material breach of contract. The JSCB may declare the contract in default and may exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, rejection of bids for future JSCB contracts, and withholding and/or forfeiture of compensation due and owing on a contract.

K. GOOD FAITH EFFORTS

Mandatory Good Faith Efforts: Every bidder shall submit with the bid evidence of good faith efforts required by this Program in the form of a checklist. Good Faith Efforts shall be mandatory for all bidders in construction, commodities and professional services and shall at a minimum conduct the following:

1. Delivery of written notice to the following:
   a. all of the available certified EBEs whose names, addresses, and telephone numbers are provided by the ICO to all bidders for each potential subcontracting or supply category in the Contract;
AND

b. all EBEs which requested information on the Contract. Requirements 1a & 1b waived at the discretion of the ICO.

2. The written notice must contain:
   a. Adequate information about the plans, specifications, and relevant terms and conditions of the Contract and about the work to be subcontracted to or the goods to be obtained from subcontractors and suppliers;
   b. A contact person knowledgeable of the project documents within the bidder’s office to answer questions;
   c. Information as to the bidder’s bonding requirements, the procedure for obtaining any needed bond, and the name and telephone number of one or more acceptable surety companies to contact;
   d. The last date and time for receipt by bidder of EBE bids or price quotations.

3. Attendance at any special pre-bid meeting called to inform EBEs of subcontracting or supply opportunities.

4. Division of the contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by an EBE. Under no circumstances, however, shall a bidder be required to segment work solely for the purpose of utilizing EBE participants as subcontractors where such segmentation is not in accordance with common and accepted industry practices relating to the utilization of other firms as subcontractors.

5. Providing an explanation for rejection to any EBE whose bid or price quotation is rejected, unless another EBE is accepted for the same work, as follows:
   a. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected EBE;

6. Providing a written explanation for rejection of any EBE to the ICO, unless another EBE is accepted for the same work, including the name of the non-EBE firm proposed to be awarded the subcontract or supply agreement. Providing to the ICO records of all EBEs’ price quotations and the successful non-EBEs’ price quotations, where appropriate. Where price competitiveness is not the reason for rejection, a written rejection notice including the reason for rejection will be sent to the rejected EBE;

7. Providing a non-discriminatory work site. Bidder shall ensure and maintain a work environment free of harassment, intimidation and coercion at all construction sites, offices and other facilities at which the bidder’s employees are assigned to work. The contractor shall specifically ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the bidder’s obligation to maintain a non-discriminatory work environment.

8. Reporting improper conduct and all known violations of this program.
Development and Diversification Plan for Workforce and Business

Additional Good Faith Efforts: In addition to, but not in lieu of the above mandatory minimum good faith efforts required under this Program, a bidder at its option may also make a showing of good faith by providing evidence that it performed the following tasks to encourage and obtain the maximum practicable participation of EBEs:

1. Soliciting specific individual EBEs whose availability as potential sources of goods or services can be reasonably ascertained. This measure includes the sending of letters or making other personal contacts with specific certified EBEs including those with whom the bidder has contracted with in the past as well as other EBEs with whom the bidder may be unfamiliar, but whose identities can be ascertained from a Directory of Certified EBEs maintained by the ICO.

2. Sending letters or making other personal contacts with other minority and women business enterprise programs as well as private minority trade associations and programs known to publicize contracting and procurement opportunities for the benefit of their respective participants and/or members. Such contacts shall be relevant to the JSCB bid under consideration and the type of minority and/or women-owned business needed; and shall provide the same information required by a contractor or vendor to effectuate direct contacts with EBEs.

3. Advertising in publications of general circulation in the Syracuse area, trade publications that are otherwise focused or marketed to a minority and/or woman business enterprise. The business must be owned and operated by them not less than twenty (20) days prior to the date bids are due. The publication or media shall be one which reasonably covers the metropolitan area. The advertisement shall identify and describe the specific subcontracting or other opportunity in reasonable detail, and shall state the M/WBE and/or EBE Goal(s) applying thereto.

4. Conducting follow-up of initial solicitations of interest by contacting EBEs to determine, with certainty, whether these firms are interested.

5. Providing reasonable assistance to an otherwise qualified EBE in need of communication with the Prime contractor.

6. Providing equal opportunity to EBEs when replacing non-performing EBEs. If an EBE subcontractor or supplier fails to perform successfully, the bidder must provide other EBEs an equal opportunity to replace the non-performing subcontractor or supplier; and shall exercise the same good faith affirmative action efforts to secure the replacement.

Evaluation of Good Faith Efforts: In order to assure that bidders comply with the JSCB’s EBE Policy, successful bidders must demonstrate good faith efforts. In evaluating good faith efforts, the ICO will determine whether the apparent low bidder has made reasonable efforts to obtain EBE participation. The ICO may evaluate not only the different kinds of efforts made by a bidder, but also the quantity and intensity of those efforts.
The bidder may submit additional documentation to the ICO for consideration in the evaluation of the bidder’s good faith efforts.

**Required Documentation:** To demonstrate compliance with the good faith requirements of this Program, bidders shall keep detailed records of all correspondence and responses thereto, logs of all telephone calls made and received regarding the project or contract, copies of advertisements in publications and other media, and other relevant papers as required by this program for a minimum period of three (3) years.

**Award of Contract:** The JSCB in accordance with the applicable law retains the right to determine the action to be taken on the contract. The JSCB reserves the right to reject bids and perform project re-bids for the purpose of attaining EBE goals, in accordance with applicable law.

**Contractors’ Post-Award Reporting and Maintenance of Records:** Successful bidders awarded contracts incorporating EBE participation **must submit reports by the 15th of each month of the project as requested by the ICO.** These reports shall summarize the number and dollar amounts of payments made during the terms of the contract to EBEs. This report shall count payments to M/WBE separately. This report shall be submitted to the ICO on the 15th day of each calendar month during the Project completion.

**L. WRITTEN COMPLAINT AND POST-BID REVIEW**

Any bidder allegedly aggrieved by the provisions of this Program may seek review of any written complaint to the CCO and Program Manager.

**Consideration of Bids:** The ICO shall evaluate the apparent low bidder’s good faith efforts for compliance. Upon a determination of compliance by the apparent low bidder, the ICO shall forward the apparent low bidder’s bid to the Program Manager as the recommended low bid. If there is an issue of non-compliance within the meaning of this Program, or for any other written complaint alleging any violations or non-compliance with this Program, the ICO shall notify the affected party in writing and by registered mail (hereinafter “Notice of Non-Compliance Review”) setting forth with particularity the reasons for the review and scheduling a Post-Bid Review Conference.

1. **Post-Bid Review Conference:** A Post-Bid Review Conference shall be held with the ICO, the apparent low bidder, and if applicable, the Project Manager.

2. **Declaration of Non-Responsiveness:** Following the Post-Bid Review conference the ICO and program manager may make a recommendation to the Board that an apparent low bidder's bid be rejected as non-responsive for failing to demonstrate Good Faith Efforts or any other provisions of this Program, as determined by the ICO.

**M. SANCTIONS AND PENALTIES FOR NON-COMPLIANCE**

**JSCB to Impose Sanctions/Penalties:** The JSCB, in consultation with the ICO, shall have the authority and power to enforce the provisions of this Program. Failure by a bidder to comply with the requirements shall subject the non-complying party to administrative sanctions, after the opportunity to attend a hearing before a panel selected by the JSCB Board for that purpose. In addition, a violation of this Program shall constitute a material
breach of contract enforceable by law or in equity as will all other contract provisions, including the imposition of penalties. The following sanctions and penalties are established for the enforcement of this Program:

1. **Declaration of Non-Responsiveness:** In addition to standard factors in bid evaluation, the JSCB may declare a bid non-responsive where it is determined that a bidder: Has not filed with the JSCB a duly executed “Contractor’s Utilization Plan” or “Promise of Non-Discrimination”; or has failed to implement Good Faith Efforts.

2. **Cancellation of Contract:** The JSCB may declare a contract as null and void where, after such contract has been awarded, if an investigation determines that the bidder’s EBE documents contain false, fictitious, or fraudulent information.

3. **Rejection of Future Bids:** The JSCB may reject any or all future bids of a bidder until such time as the bidder shall have demonstrated that it is or shall come into compliance.

4. **Withholding Payment, Limited Suspension and Debarment:** For falsifications, misrepresentations, or engaging in subterfuge to obtain a contract, the JSCB may remove a bidder from its list of pre-qualified or otherwise eligible firms entitled to do business with the JSCB for a period not to exceed one (1) year or withhold payment after notice and opportunity for due process hearing before a panel selected by the JSCB Board for that purpose.

5. **Permanent Debarment:** For repeated violations, the JSCB may remove a bidder from its list of pre-qualified or otherwise eligible firms entitled to do business with the JSCB, in accordance with applicable law.

**N. SANCTIONS GUIDELINES**

**Guidelines for Imposition of Sanctions:** The sole authority for imposition of sanctions shall lie with the JSCB, in accordance with applicable law.

1. **General:** No suspension shall be imposed by the JSCB except upon evidence of specific conduct on the part of an EBE or other contractor that is inconsistent with or in direct contravention of the applicable provisions of this Program. Furthermore, the imposition and enforcement of sanctions shall be consistent with applicable state and federal law. In addition sanctions may only be imposed after the EBE contractor or bidder has had the opportunity of a hearing before a panel selected by the JSCB Board for that purpose.

2. **Severity of Sanctions:** In determining the length of any suspension, the JSCB shall consider the following factors:

   a. Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the contractor or EBE of the duties imposed on them by this Program;
   
   b. The number of specific incidences of failure by the contractor or EBE to comply;
Development and Diversification Plan for Workforce and Business

c. Whether the contractor or EBE has been previously suspended;
d. Whether the contractor or EBE has failed or refused to provide the JSCB or the ICO with any information required by this Program;
e. Whether the contractor or EBE has materially misrepresented any applicable facts in any filing or communication to the JSCB or the ICO; and
f. Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.

3. **Length of Suspension:** Suspensions may be for any length of time not to exceed two (2) years. Suspensions in excess of one year shall be reserved for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the contractor or EBE has been previously suspended, or other similarly egregious conduct.
INSURANCE REQUIREMENTS

The Architect shall maintain such insurance coverage as will protect it from the claims set forth herein below which may arise out of or result from the Architect’s operations under this Agreement, whether such operations be by the Architect, by anyone directly or indirectly employed by the Architect or by anyone for whose acts the Architect may be liable.

1. claims under workmen’s compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness, disease or death of the Architect’s employees;
3. claims for damages because of bodily injury, sickness, disease or death of any person other than an employee of the Architect;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Architect or (2) by any other person;
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of professional liability.

The aforesaid insurance required to be maintained by the Architect shall not be written for less than the limits of liability required by law. Notwithstanding the foregoing, the Architect’s Commercial General Liability Insurance required hereunder shall be in an amount not less than $2,000,000 combined single limit with a $2,000,000 annual aggregate, the Architect’s Automobile Insurance shall be a combined single limit of $2,000,000, the Architect’s Commercial Umbrella will not be less than $2,000,000 combined single limit with a $2,000,000 annual aggregate.

The Architect’s Professional Liability Insurance shall be in an aggregate amount of not less than $2,000,000.

Upon the Owner’s request, the Architect shall provide certificates of insurance evidencing that the Architect has obtained the aforesaid insurance coverage. Such certificates shall be in form and substance reasonably acceptable to the Owner. The JSCB, the City of Syracuse, the Syracuse City School District and the Syracuse Industrial Development Agency shall be named as additional insured on the Architect’s general liability policy, and the Certificate of Insurance shall provide for 30 days prior written notice of cancellation by certified mail to the JSCB. The Architect shall provide the JSCB with the declaration page from its general liability insurance policy showing the endorsement that the JSCB, the City of Syracuse, the Syracuse City School District and the Syracuse Industrial Development Agency are an additional insured.

With respect to any of the insurance policies provided by Architect pursuant to this agreement they shall be issued by a company or companies licensed to do business in New York State. With respect to any policies which are issued on a “claims made” basis, in the event such policies are canceled or not renewed, the Architect shall provide a substitute insurance policy or policies with terms and conditions and in the amounts which comply with the terms of this agreement and which provides for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior “claims made” policy. With respect to all “claims made” policies which are renewed, the Architect shall provide coverage retroactive to the date of commencement of the Work under this Agreement. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of final completion of the Project.

The Architect shall furnish to the Owner a certificate of insurance issued and endorsed by the insurance carrier(s). Cancellation of the said policy without replacement with a substitute policy preventing a lapse in coverage or a modification or reduction in coverage without the written consent of the Owner shall constitute a breach of this Agreement by the Architect. It shall be the responsibility of the Architect to notify the Owner of any modifications or reduction in coverage in the Architect’s insurance coverages in writing 30 days prior to any such change.
Chapter 52 SYRACUSE GREEN BUILDINGS ORDINANCE

Sec. 52-1. Title and purpose.

(a) [This chapter shall be known as the] "Syracuse Green Buildings Ordinance."

(b) The purpose of this legislation is to establish a policy of the city of Syracuse to plan design, construct, manage, renovate, and maintain its facilities and buildings to be sustainable.

(Gener. Ord. No. 36-2007, 9-10-07)

Sec. 52-2. Definitions.

For purposes of this chapter, the following terms shall have the meanings set forth below:

(a) City means the city of Syracuse and its departments and offices, including the Syracuse City School District.

(b) Department means the department of engineering, or other city department or agency as designated by the mayor.

(c) LEED Certified Standard means the United States Green Building Council Leadership in Energy and Environmental Design green building rating system level of certification referred to as "Certified Standard," or such other equivalent standard as designated by the department.

(d) LEED Silver Standard means the United States Green Building Council Leadership in Energy and Environmental Design green building rating system level of certification referred to as "Silver Standard," or such other equivalent standard for that building type, as designated by the department.

(e) Covered public project means a construction project involving real property including land and/or buildings which meet the terms of subsections (1) and (2) of this definition:

(1) The city is the record owner of said real property including land and/or buildings or related improvements which are used for municipal or school public purposes; and

(2) Which involve (a) new construction, or (b) renovation or rehabilitation of an existing building or the expansion of an existing building provided that where the covered public improvements necessary for the project involve only: 1) the improvements necessary for the renovation or rehabilitation of a portion of an existing building, or 2) the improvements necessary for the expansion of an existing building, the applicable green building standards shall apply only to such portion of an existing building being renovated or rehabilitated or to the actual expansion of the existing building respectively.

(f) Public building means any real property and buildings and/or improvements thereon owned by the city of Syracuse and used for municipal and public purposes.

(Gener. Ord. No. 36-2007, 9-10-07)
Sec. 52-3. Public buildings.

(a) **Green building standards.** All covered public projects entering the design phase ninety (90) or more days after the effective date of this legislation shall be designed, constructed and certified to at least the LEED Silver Standard established at the time the project becomes registered with USGBC.

(b) **Exemptions.** A covered public project does not have to meet the LEED Silver Standard if the city engineer determines that:

1. There is no appropriate LEED Silver Standard for that type of building or renovation project. In such case, the department may set lesser green building standards that are appropriate to the project.

2. There is no practical way to apply the LEED Silver Standard to a particular building or renovation project. In such case, the department may set lesser green building standards that are appropriate to the project.

(Gen. Ord. No. 36-2007, 9-10-07)
### PROGRAM MILESTONE SCHEDULE

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**Notes:**

- Pre-Design phase begins upon notice of contract award; subsequent phases are consecutive and continuous.

- Contract Documents are to be fully developed and ready for SED submission at the end of the construction document phase. Expedited in-person reviews are anticipated.

- Construction Administration durations noted above include SED Review Period; Bidding and Contract Award Phase; Project Construction Phase.

- Durations for Building Commissioning /Occupancy Phase & Post Construction Phase are not part of the construction administration durations detailed above. A/E is to provide services as required during these phases as is detailed in the RFP.