REQUEST FOR PROPOSALS (RFP)

To Provide Requirements Contract Consulting Services

Environmental Services for Hazardous Materials Surveys, Testing, and Monitoring

For

THE NEW YORK CITY HEALTH AND HOSPITALS

May 15, 2017

Any questions regarding this RFP should be emailed to:

Michael Ball,
Director of Contract Services
Central Office
Phone 212 442 3669
Email Michael.Ball@nychhc.org
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SECTION I – REQUEST FOR PROPOSAL (RFP) TIMETABLE

- **Release Date of the RFP:** May 15, 2017
  Copies of the RFP will be available via H+H Opportunities, and the City Record Website.

- **Proposer’s questions are due by:** 1:30 pm on June 2, 2017, and must be submitted in writing to Michael Ball, Denise Lyman and via email to Michael. Ball@NYChhc.org, Denise.Lyman@nychhc.org; Clifton.McLaughlin@nychhc.org.

- **Pre-proposal Conference Date:** May 31, 2017 @ 12 noon (Mandatory)
  Pre-proposal Conference will be held at:
  
  NYC Health and Hospitals Corporation
  Offices of Facilities Development
  55 Water Street, 25th floor
  New York, NY 10041

- **Proposal due Date and Time:** June 19, 2017 by 1:30 pm.
  Sealed proposals are to be delivered to:
  
  From: *(Proposer name/address)*
  To: Denise Lyman
  Director, Engineering and Support Services
  New York City Health and Hospitals Corporation
  55 Water Street, 25th Floor
  New York, NY 10041

  Doc. Control #: TBD

  RFP Title: **Consulting Services – Environmental Services for Hazardous Materials Surveys, Testing and Monitoring**

- **Projected Contractor Selection Date:** June 2017

- **Projected Contract Start Date:** July 2017
SECTION II – ORGANIZATION BACKGROUND

NYC Health + Hospitals is an integrated health care system of hospitals, neighborhood health centers, long-term care, nursing homes and home care -- the public safety net health care system of New York City. NYC Health + Hospitals is committed to the health and well-being of all New Yorkers and we offer a wide range of high quality and affordable health care services to keep our patients healthy and to address the needs of New York City's diverse populations.

NYC Health + Hospitals Mission and Values

NYC Health + Hospitals is committed to excellence in health care. Our providers work together to provide comprehensive, personalized care to all New Yorkers. Our mission is:

- **To extend equally** to all New Yorkers, regardless of their ability to pay, comprehensive health services of the highest quality in an atmosphere of humane care, dignity and respect.
- **To promote and protect**, as both innovator and advocate, the health, welfare and safety of the people of the City of New York.
- **To join with other health workers and with communities** in a partnership which will enable each of our institutions to promote and protect health in its fullest sense – the total physical, mental and social well-being of the people.

Our Guiding Principles

NYC Health + Hospitals' Guiding Principles reinforce six essential features of our daily work: a patient-centered approach, safety, excellence, cost savings and resource management, teamwork, and employee development. Our Guiding Principles provide a foundation to achieve the "Triple Aim" of better health, better care, and better value:
• **Keep Patients First**: Patients are at the center of everything we do. We treat our patients with respect and empathy. We achieve high levels of patient satisfaction by meeting or exceeding expectations. In caring for all, we serve our communities and our city.

• **Keep Everyone Safe**: We watch out for one another and work in ways that eliminate injuries. We always take the steps needed to ensure the safety of the patients in our care.

• **Work Together**: We work together, respect each other, and communicate effectively in order to meet challenges, solve problems, and reach NYC Health + Hospitals' goals. We all share responsibility for patient care, for safety, for controlling costs, and, ultimately, for fulfilling NYC Health + Hospitals' mission.

• **Pursue Excellence**: We adapt to changes, we innovate. We continuously review our work, revise work processes, and eliminate waste. We work to the highest standards of integrity, quality, and safety. Breakthrough, with its ability to engage staff at all levels, is our path to excellence.

• **Manage Your Resources**: We are accountable for what we do and how we do it. We look for ways to save money; use time, effort, and materials wisely; and work efficiently. To sustain the mission of NYC Health + Hospitals, we make every dollar count; we think about the cost consequences of our decisions.

• **Keep Learning**: We learn in order to grow as individuals; we incorporate the lessons we learn into our daily work to reach the highest levels of personal potential and team success. Our employees are our most valuable resource, and NYC Health + Hospitals supports professional training and development, expansion of skills, and opportunity for all staff.
SECTION III: PROJECT DESCRIPTION, BACKGROUND AND OBJECTIVES

The Corporation is seeking to enter into an agreement for a period of one year, with two (2), one-year renewal options exercisable solely at the discretion of the Corporation, with at least four (4) firms accredited to perform Environmental Services for Hazardous Materials Surveys, Testing and Monitoring and having demonstrated expertise and extensive experience to provide such services, on an as-needed basis, at H+H facilities throughout the five boroughs of New York City.

The selected vendors will be issued identical contracts for this work, each up to the same $2,000,000 cap. However, that dollar cap is also the approved amount for the payment of ALL the vendors (i.e., the “Total Authorized Amount”). The Corporation will use work orders to authorize all services under the proposed agreements. The Total Authorized Amount will be diminished by the value of each work order as it is issued. The amount available for Work Orders for all vendors during the term of the contracts is the difference between Total Authorized Amount and the cumulative value of issued work orders, including expenses.

SECTION IV: STATEMENT OF WORK

SECTION III - SCOPE OF SERVICES/SCOPE OF WORK

On an as needed basis, the Corporation will require the services of at least three (3) Environmental Services for Hazardous Materials Surveys, Testing and Monitoring firms. It is not possible to predict the exact number or scope of individual construction estimating projects or the cost of each project at this time. Specific services will be authorized by individual work orders. The fee will be based either on a negotiated proposal by the consultant with a detailed estimate of hours needed to complete the work or the unit prices for specific tasks as outlined in the attached contract and Appendix “A” Scope of Services. A work order issued on a mutually agreed not-to-
exceed number of hours necessary to complete the scope of work will be based on the All-Inclusive-Hourly Rates submitted by the consultant in their proposal.

SPECIFIC REQUIREMENTS

The services of the Consultant shall be performed under the general direction of the Project Manager (PM) and shall consist of providing Environmental Services for Hazardous Materials Surveys, Testing and Monitoring as described in this RFP and the attached contract and Specific Services. These services will authorized by Work Orders (WOs) for projects at any H+H facility within the five boroughs. Services shall include but not be limited to:

1/ Surveys/Inspections required to identify hazardous materials
3/ Approvals and/or filings from agencies having jurisdiction
4/ Observation/Monitoring Services during remediation
5/ ACP-5, ACP-7 filings

The Consultant's Personnel

The terms and conditions regarding the consultant’s obligation to provide personnel for the performance of services specified in the Work Order(s) are set forth in Article 5 of the attached contract. Any individual performing Environmental Services for Hazardous Materials Surveys, Testing and Monitoring services must comply with the minimum qualification requirements per title as delineated in the attached exhibit.
SECTION V – PROPOSAL PROCEDURES AND REQUIREMENTS

A. PROPOSAL PACKAGE

Firms interested in responding to this solicitation must submit a proposal package with the following elements in the order listed below:

1. Cover Letter and Title Page: Complete and submit Exhibit One and Exhibit Two. Be sure to include all the information requested and shall include the following additional information:

   a/ The RFP title: Environmental Services for Hazardous Materials Surveys, Testing and Monitoring

   b/ Name, address, tax ID and phone number of the proposing firm and the authorized representative. Also, include the name, title and telephone number of the person authorized to act on behalf of the firm.

2. Executive Summary: The One (1) page summary should encapsulate the plan of action or approach to the requirements of this solicitation, deliverables, and a summary of the cost information. Firms should also highlight its capabilities to meet HHC requirements.

3. Table of Contents: The table of contents should facilitate locating all key points in the proposal.

1. Firm’s Background and Organization: In this section provide the following information about the interested company:

   a) Size of the company - Indicate number, and specialty of all technical employees in your firm.

   b) Organization chart/ Background of principals- Provide an organization chart of the firm; include the names, background, education and experience of all principals. Provide your team makeup and all sub consultants. Include resumes of partners, principals, supervisors, lab managers and other key staff proposed to provide services to NYCHHC

   c) Financial capacity (an audited financial statement for the last 3 fiscal years)

   d) Recently completed similar size projects - Indicate the number and value of active projects now being handled by your firm. Provide a
description of a minimum of comparable projects indicating dollar value, date of project completion, including names, addresses and phone numbers of contacts.

e) List of current clients as references (must provide five (5) contact names with email addresses and phone numbers.)

f) Any licenses relevant to this project

g) Duration the company has been doing business in this service or product line NYCHHC.

h) Indicate if the firm has a Premier Agreement. The Corporation currently, through its membership in the Greater New York Hospital Association (GNYHA), has access to national group purchasing programs and contracts for various services through Premier Purchasing Partners. As a Premier member it is entitled to pricing and terms consistent with a vendor’s Premier Agreement.

6. **Subcontractors:** In this section provide the following information about the subcontractors;

   a) Provide resumes for subcontractor personnel assigned to the project, demonstrating the individual(s) knowledge, ability and experience as it relates to the project to be completed.

   b) Documented experience of the subcontractor in successfully performing work on projects of a similar size and scope to that required by this RFP.

7. **Technical Proposal:** The interested firm must submit a narrative that addresses the Scope of Work, Statement of Work and provide its plan to execute the requirements of the RFP. Provide a description of the firm’s organization and service areas and a complete plan of operation and implementation for the services addressed in the RFP. The Technical Proposal is a narrative that addresses the Scope of Services described in Appendix “A”. The technical proposal should include the following, as necessary:

   Proposals must include the following information:

   i) Specifically identify which service areas the firm is proposing to perform work. Propose additions and/or deletions of tasks to conform to the firm’s area(s) of expertise.

   ii) A detailed description of the firm’s quality control process and quality
assurance program. Also, include a copy of the firms Quality Control Program “Table of Contents”.

iii) Provide copies of typical inspection and test reports utilized by the firm in the execution of its services, including daily report forms, non-conformance reports and logs.

iv) Education, certifications, licensure and experience of the staff showing compliance with the qualification requirements of the relevant Building Codes, Rules of the City of New York (NYC projects).

v) A personnel qualification summary table showing the number of employees holding certifications, licenses or other qualifications relevant to the scope of services.

vi) A copy of all laboratory accreditations or licenses held by firms proposing to perform (laboratory) testing services and a listing of all standards to which the laboratory is accredited or licensed.

vii) Accreditations held by the firm from nationally recognized accreditation agencies accrediting to ASTM E329-07 or ISO 17020-98 international standard (if applicable).

viii) Other certifications, registrations, accreditations or licenses held by the firm and related to the scope of requested services. Provide license numbers or copies of registration certificates, as appropriate.

7. **Cost/Fee Proposal**: Cost submission should be based on all the requirements of the RFP; must include line item detail of equipment, labor and state all overhead and profit within the proposal. The cost proposal shall list the hourly rate and multiplier to be applied for each professional discipline and fees for various test for the base year and each of the optional two years. Complete Attachments C-Fee Schedule", Exhibits B and D.

8. **Exceptions to the General Contract Terms and Conditions**: Exceptions to the General Contract Provisions, set forth in Attachment B, must be stated in this section and proposed revised language provided.

9. **Confidential/Proprietary Information**: Proposers may specifically include in their
response a section entitled “Confidential, Proprietary Information or Trade Secrets.” This section shall indicate the exact location in the proposal of all information claimed by the firm to be confidential or trade secrets. The firm shall also provide a justification as to why such material, upon request, should not be disclosed by the Corporation. Such information deemed by the proposer to be confidential/proprietary shall be easily separable from the non-confidential or non-proprietary sections of the proposal.

10. Doing Business Data Form (“DBDF”): The proposer must submit an accurate and complete DBDF, enclosed in a separate envelope. See Section VII (L) for an explanation of this requirement. Failure to do so will result in a non-responsive proposal, and rejection of the proposal.

11. Business Associate Agreement (“BAA”): The selected vendor must submit a signed copy of the Corporation’s business associate agreement (“BAA”) if the Corporation determines that it is required for compliance with the privacy standards and other requirements relating to protected health information as defined in the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). No modifications may be made to the BAA, which, if required, is non-negotiable and must be executed as drafted.

B. PROPOSAL PACKAGE SUBMISSION REQUIREMENTS

1. Proposals are due on or before 1:30 pm at or before May 15, 2017, at the location prescribed in Section I - RFP TIMETABLE. Proposals that are late or unsealed will not be considered. The Corporation reserves the right to accept late proposals when it is in the best interest of the Corporation and the lateness of the proposal is deemed non-material.

2. Proposers shall be responsible for informing commercial delivery service, of all delivery requirements and for ensuring that the information required in item 5, below, appears on the outer envelope used by such service. Proposals must be delivered via common carrier. Signature required and time stamped.

3. Proposers shall submit one original paper copy, five hard copies of the complete proposal, along with one (1) flash drive/CD-ROM containing the proposal. Please see Attachment A for the required items. Only one (1) original DBDF needs to be submitted, but must be provided in an envelope separate from the rest of the proposal.
4. Proposers are advised that there is a 30 page limitation for proposals. This limitation including the Executive Summary. Any additional exhibits and/or attachments to indexed/annexed at the end of the proposal. All documents are to be printable in “portrait” format.

5. The outer envelope, which must be sealed, enclosing any materials submitted in response to this RFP shall be addressed as follows:

FROM: Proposer Name/Address

TO: New York City Health and Hospitals Corporation
Attention: Thomas Lal, Assistant Director
160 Water Street, 13th Floor
New York, NY 10038

Document Control: 2269
RFP Title: Environmental Services for Hazardous Materials Surveys, Testing and Monitoring

6. Attachment A: Proposal Package Checklist, which itemizes each component/document that is to be submitted as part of the Proposal Package, has been attached for the proposer's convenience.

C. PROPOSAL EVALUATION PROCEDURES

1. Evaluation Committee
   a. The Evaluation Committee shall be comprised of a minimum of five (5) persons who will evaluate the components of this solicitation. The Evaluation Committee shall evaluate and rate all proposals meeting the Minimum Qualification Requirements. All proposals will be evaluated using the criteria described in Section V(C)(3) below.

   b. The Evaluation Committee will make a determination to: 1) award a contract based on initial proposals from all or a "short list" of proposers; or 2) conduct discussions/negotiations with all or a "short list" of proposers.
The Evaluation Committee may require all or a “short list” of proposers to give one or more oral or visual presentations in support of their proposals and/or otherwise demonstrate the information contained therein.

d.  If it is in the best interest of the Corporation, the Evaluation Committee reserves the right to waive or modify any mistakes in proposals that are deemed by the Evaluation Committee to be not material.

e.  A contract shall be awarded to the highest rated proposer(s) based on the evaluation factors set forth in the RFP subject to the Corporation’s right to reject all proposals.

2.  **Minimum Qualifications Criteria:**

Minimum Qualification (Pass/Fail) The Evaluation Committee shall evaluate all proposals received on or before the Proposal Due Date and Time and at the location specified in the RFP to determine whether the proposers meet the Minimum Qualification Requirements as set forth in the RFP Introduction. The proposal must be responsive to all the material requirements of the RFP.

A minimum of five (5) years experience Providing Environmental Services for Hazardous Materials Surveys, Testing and Monitoring at health care facilities in an urban setting.

3.  **Evaluation Criteria:** Proposals must be responsive to all the material requirements of the RFP. The Committee will evaluate and rate the proposals of qualified firms on their technical merits by applying the Evaluation Criteria listed below.

The Committee will then evaluate and rate the proposals of qualified firms on their technical merits by applying the Evaluation Criteria listed below. Criteria are listed in descending order of importance:

A.  Proposed Approach and Methodology:

- Understanding HHC’s needs
- Understanding project requirements
- Management Plan
B. Appropriateness and Quality of Firm’s Experience
   • Organization, Resources
   • Prior municipal or hospital experience
   • Quality of Client References
   • Past Performance

C. Qualifications of Proposed Staff
   • Background and experience of project team
   • Adequacy/appropriateness of staffing

D. Cost proposal

SECTION VI - CONTRACT AND PAYMENT

A. TERM OF CONTRACT

The term of the contract shall be for a one year with two renewal one year options, year options to renew solely exercisable by the Corporation. At the expiration of the contract, the firm shall continue its services on pending matters at the rates and terms specified in the contract

B. CONTRACT PROVISIONS

The contract to be entered into between the selected proposer and the Corporation shall contain negotiated provisions based on the specific requirements set forth in this RFP and the selected firm’s proposal, as well as the General Contract Provisions set forth in Attachment “B.”

C. PAYMENT

The selected firm shall be paid on a net 90 basis. The selected firm shall be paid on a monthly basis pursuant to the terms specified in the work order. Payment requisitions must have relevant time sheets for professional staff and will be reviewed and approved by the using Network/Facility prior to submission to the contract manager for payment.
SECTION VII - GENERAL INFORMATION

A. STATUS OF INFORMATION
1. The Corporation shall not be bound by any oral or written information released prior to the issuance of the RFP.

2. The Corporation shall not be bound by any oral or written representations, statements or explanations other than those made 1) in this RFP or 2) in formal written addenda issued to this RFP.

B. COMMUNICATION WITH THE CORPORATION
Proposers are advised that, from the date this RFP is issued until the award of the contract, contact with Corporation or other Corporation personnel related to this solicitation is not permitted, except with Denise Lyman, denise.lyman@nychhc.org, and Michael Ball, michael.ball@nychhc.org, who has been designated as the contact person.

C. PROPOSER INQUIRIES
1. All inquiries regarding this solicitation shall be addressed to the contact person named in this proposal. All substantive questions should be emailed to the contact person. The contact person may orally respond to inquiries of a non-substantive nature or submit responses by email. However written responses are not mandatory.

2. Proposers are advised that there will be a (Mandatory) Pre-proposal Conference held on May 31, 2017, 12 noon, at 55 Water Street, New York, NY 10041 (25th Floor, Conference room TBD). A firm that fails to attend a mandatory pre-proposal conference may not submit a proposal in response to this solicitation.

3. Proposers are advised that the Corporation will not provide response to inquiries submitted after proposers question due date.

D. ADDENDA TO THE RFP
1. The Corporation shall issue responses to inquiries related to substantive issues
and any other corrections or amendments to the RFP it deems necessary prior to the Proposal Due Date in the form of written addenda.

2. It is the proposer’s responsibility to assure receipt of all addenda. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received, and shall acknowledge in the transmittal letter the number of addenda issued.

E. MODIFIED PROPOSALS
1. A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date and Time.

2. The Evaluation Committee shall consider only the latest timely version of the proposal.

F. PROPOSER’S OFFER
1. A proposal may be withdrawn in writing only prior to the Proposal Due Date and Time.
1. A proposer’s offer shall be irrevocable until contract award.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS
1. Proposals received after the Proposal Due Date and Time are late and shall not be considered, except that the Corporation reserves the right to accept late proposals if the lateness of the proposal is deemed non-material.

2. Modifications and Withdrawals received after the Proposal Due Date and Time are late and shall not be considered.

H. COSTS INCURRED BY PROPOSERS
The Corporation shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith.
I. DISCUSSIONS/NEGOTIATIONS
The Corporation reserves the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer’s best terms from a programmatic and cost standpoint.

J. PROPOSER ACCEPTANCE OF RFP AND CONTRACT PROVISIONS
1. Submission of a proposal signifies to the Corporation the proposer’s intention to compete for the award of a contract to provide Environmental Services for Hazardous Materials Surveys, Testing and Monitoring Corporation, and that the proposer understands and accepts that the terms and conditions as specified in this RFP and in the General Contract Provisions (Attachment B), shall become part of the final contract.

2. Proposers shall specifically include in their RFP response a section titled “Exceptions to Terms and Conditions Specified in the RFP and Attachment “B”, General Contract Provisions,” in which the company shall explicitly indicate all terms and conditions specified in Attachment “B”, General Contract Provisions, to which the company takes exception. This section shall be listed in the Table of Contents.

3. Prime Consultant Responsibility - In the event that the proposal includes services provided by other firms, it shall be mandatory for the prime consultant (that is, the successful proposer) to assume full responsibilities for such services offered in the proposal. The prime consultant must identify any sub-consultants they may intend to use. The Corporation shall consider the prime consultant to be the sole contact with regard to all provisions of the proposal including payment of all charges resulting from the negotiated contract.

K. CONTRACT AWARD
1. The Corporation reserves the right to award a contract to a firm other than the proposer offering the lowest overall cost.

2. The contract resulting from this solicitation shall be awarded to the highest-rated responsible proposer based on the evaluation factors set forth in the RFP. The award of a contract does not commit the Corporation to use the equipment or services of the selected firm.
3. Any proposed contract award shall be subject to all required oversight approvals.
   - MacBride Principles;
   - Approval of completed VENDEX Questionnaires;
   - Submission of an accurate and complete Doing Business Data Form;
   - Approval of completed Supply and Services Employment Report;
   - Compliance with New York State Executive Law, Article 15-A;
   - The Corporation’s Contract Review Committee and Board of Directors approval, the firm's execution of the contract, and approval by the Corporation’s President.
   - Business Associate Agreement

L. NOTICE TO PROPOSERS: LOCAL LAW 34 OF 2007 REQUIREMENTS

Pursuant to Local Law 34 of 2007, amending the City of New York’s Campaign Finance Law, the City is required to establish a computerized database containing the names of any “person” that has “business dealings with the City” as such terms are defined in the Local Law. The Corporation must collect accurate, up-to-date information about vendors that have business dealings with the City of New York. In order for the City to obtain necessary information to establish the required database, each vendor responding to this solicitation must complete a Doing Business Data Form (“DBDF”) and return it with its proposal, regardless of whether the vendor or anyone associated with it have made or intend to make campaign contributions. No sensitive personal information will be disclosed to the public. Completion of a DBDF is required both upon the submission of a proposal and prior to execution of a contract. Submission of an inaccurate or incomplete DBDF may result in appropriate sanctions. Proposals with missing DBDFs will be found to be non-responsive.

M. NEW YORK CITY HEALTH AND HOSPITAL CORPORATION’S M/WBE CONTRACTING REQUIREMENTS
   Background:
In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women owned business enterprises in state procurement contracting versus the number of minority and women owned business enterprises in state procurement contracting versus the number of minority and women owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that agencies establish goals for maximum feasible participation of New York State Certified minority and women owned business enterprises (“MWBE”).

Solicitation Response Requirements:

Corporation hereby establishes an overall goal of 30% for MWBE participation for this solicitation, broken down as follows:

- Minority Owned Business Enterprises (“MBE”) participation: 20%
- Women Owned Business Enterprises (“WBE”) participation: 10%

The directory of New York State Certified MWBEs can be viewed at: [http://bitly.com/1b7OmNJ](http://bitly.com/1b7OmNJ). Contractor is encouraged to contact the Division of Minority and Women Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss methods of maximizing participation by MWBEs on the Contract.

The awarded vendor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the contract resulting from this solicitation. By submitting a bid or proposal, vendor shall submit an MWBE Utilization form (attached). Corporation will review the MWBE Utilization Plan and advise the selected vendor of Corporation acceptance or issue a notice of deficiency.
If a notice of deficiency is issued, vendor agrees that it shall respond to the notice of deficiency within 7 business days of receipt by submitting to Elizabeth Youngbar at Elizabeth.Youngbar@nychhc.org a written remedy in response to the notice of deficiency. If the written remedy that is submitted by vendor is not timely or is found by Corporation to be inadequate, Corporation shall notify vendor and direct vendor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals form (attached).

Contractors shall also submit a Contractor’s Quarterly MWBE Contractor Compliance & Payment Report form (attached) to Corporation to Elizabeth Youngbar at Elizabeth.Youngbar@nychhc.org by the 10th day following the end of each calendar quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals set forth in the Utilization Plan.

Failure to meet any of these obligations in a timely manner, or to make good faith efforts in meeting the MWBE Goals is grounds for disqualification of award of a contract or breach of contract.

N. BACKGROUND CHECKS FOR CONTRACTOR’S EMPLOYEES; AGENTS; AND INDEPENDENT CONTRACTORS

Unless waived by the Corporation in writing, prior to assigning any employee, agent or independent contractor to perform services on-site at a Corporation health care facility or administrative office, the contractor shall conduct a criminal history background check on such person covering the three years prior to such proposed assignment. Such record check must include, for New York State residents, a search of the NYS Office of Court Administration’s records for all 62 New York State counties, and, in addition, a search of the records of any other state in which the person resided in the last three (3) years. The Corporation may require the contractor to perform a more extensive background check on direct service providers working with mentally ill, elderly or minor patients or in certain other special situations.

O. RFP POSTPONEMENT/CANCELLATION

The Corporation reserves the right to postpone or cancel this RFP and to reject all proposals.
ATTACHMENT “A”
PROPOSAL PACKAGE CHECKLIST

I. Sealed Envelope (addressed as set forth in section V.B.5 of the RFP)
One (1) original (5) hard copies along with one (1) flash drive/CD-ROM containing the Proposal Package that includes each of the following documents:

☐ Proposal Cover Letter (Exhibit One)
☐ Title Page (Exhibit Two)
☐ Executive Summary
☐ Table of Contents
☐ Narrative
☐ Technical Proposal
☐ Cost Proposal
☐ Acknowledgment of Addenda, if any
☐ Exceptions to Terms and Conditions Specified in the RFP and Attachment “B”. General Contract Provisions
☐ Doing Business Data Form
☐ Business Associate Agreement (if required – see Section V.A.11 of the RFP)
☐ M/WBE Form
☐ Supply and Service Employment Report
☐ W-9 Form

II. Outer Sealed Envelope (Addressed as set forth in section V.B.5 of the RFP).
LATE OR UNSEALED PROPOSALS WILL NOT BE CONSIDERED UNLESS THE CORPORATION DEEMS IT TO BE IN THE BEST INTEREST OF THE CORPORATION AND THE LATENESS OF THE PROPOSAL IS DEEMED NON-MATERIAL.

FROM: Proposer Name/Address

TO: NYC Health & Hospitals Corporation
Office of Facilities Development

Attention: Michael Ball, Director Contract Services
55 Water Street, 25th Floor
New York, NY 10042

DOCUMENT CONTROL # 2269
ATTACHMENT “B”

GENERAL CONTRACT PROVISION

(attached below)
## ATTACHMENT C

### SCORE SHEET

<table>
<thead>
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* A rating of 1 through 10 (10 being the highest) is required for each criteria under each vendor.

**Name of Evaluation Committee Member (Please Print):**

**Signature of Evaluation Committee Member:**

**Date:**
Website Links for EEO, and Doing Business Data Forms

http://www.nychealthandhospitals.org/doing-business-with-us/
EXHIBIT ONE
COVER LETTER

FIRM: __________________________________________

ADDRESS: __________________________________________

CITY/STATE/ZIP CODE: ____________________________

ADDENDA RECEIVED: _______ (list number of addenda)

SIGNATURE: ______________________________________

DATE: ___________________________________________
EXHIBIT TWO

TITLE PAGE

RFP TITLE: _________________________________________

COMPANY NAME: ______________________________________

FEIN: ______________________________________________

ADDRESS: ___________________________________________

CITY/STATE/ZIPCODE: ________________________________

PRINCIPAL CONTACT: _________________________________

PHONE: _____________________________________________

EMAIL: ______________________________________________

Contract between
NEW YORK CITY
HEALTH AND HOSPITALS
CORPORATION

and

(name of consultant)

______________________________
DATE

Term:
Expiration Date:
Renewal Option:  Yes _____ No _____
For:  Environmental Services for Hazardous Materials Surveys, Testing and Monitoring
Revised:  March 2017
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Agreement made as of this ______day of ________ 2017, (this “Agreement”) by and between the New York City Health and Hospitals Corporation (the "Corporation"), a public benefit corporation created under the laws of the State of New York, having its principal place of business at 125 Worth Street, New York, New York 10013, and (name of consultant) (the "Consultant"), a Business Corporation organized under the laws of New York with its principal place of business at __ (address of consultant) __.

W I T N E S E T H:

WHEREAS, the Corporation conducted a competitive selection process for consulting services, using a request for proposals, (the “Solicitation”) and, as a result of the Corporation's evaluation process, determined that the Consultant's proposal best meets the requirements of the Solicitation and would be most advantageous to the Corporation and;

WHEREAS, the Consultant wishes to enter into an agreement with the Corporation to provide such services and the Corporation has taken all necessary company actions to authorize it to retain the Consultant to perform such services.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
TERM OF AGREEMENT

1.1 TERM

This Agreement, when fully signed and delivered, shall be effective as of the date first above written, and shall continue in effect until __ (the “Initial Term”) unless it is earlier terminated as provided herein. The Corporation, at its sole option and discretion, may renew this Agreement for an additional one or two successive one-year term(s). The Corporation shall notify the Consultant in writing of its intention to renew this Agreement at least 30 days prior to the expiration of the Initial Term or any renewal term.

ARTICLE 2
SCOPE OF SERVICES

2.1 SERVICES
The Consultant is to provide to the Corporation the services described in Exhibits “A” and “B” as defined below (the “Services”).

2.2 EXHIBITS INCORPORATED

The Consultant’s services shall meet the requirements outlined in the Solicitation issued by the Corporation dated [insert date] (“Exhibit A” — RFP) and shall perform in accordance with the Consultant’s proposal, entitled “Proposal for Professional Consultant Services for Environmental Services for Hazardous Materials Survey/Testing/Monitoring, DCN# XXXX, dated [insert date] 2017 (“Exhibit B”) and Attachment C – Fee Schedule Professional Consultant Services for Hazardous Materials. (Exhibits A and B and Schedules C are attached hereto and made a part of this Agreement.) To the extent that Exhibit A or Exhibit B is inconsistent with Articles 1 through 9 of this Agreement, then, such Articles shall control. In the event that Exhibit A is inconsistent with Exhibit B, Exhibit A shall control over Exhibit B.

2.3 SERVICES AND DELIVERABLES

The services of the Consultant shall be performed under the general direction of the Project Manager and shall consist of all necessary and usual environmental and laboratory testing services including surveys, contract document preparation, testing and monitoring services required during abatement at various H+H facilities in accordance with all governing codes and regulations. This shall include but not be limited to:

1. Hazardous material surveys and testing for but not limited to asbestos, lead, mold, other biological substances and contaminated soils.
2. Preparation of schematic plans, drawings and reports.
4. Pre-bid services.
5. Pre-abatement/remediation services.
6. Abatement/remediation services.
7. Monitoring, clearance testing and final inspections.

2.3.1 Services during Survey/Bid Document Phase

2.3.1.1 Hazardous Material Survey/Testing

Based upon the approved program and scope of work described in the work order, the Consultant shall survey the facility or area for existence of the hazardous materials. The Consultant shall perform inspections and collect samples for laboratory analysis to determine the presence of hazardous materials. The Consultant must utilize a laboratory accredited by the State of New York for such analysis. The laboratory analysis should indicate the presence or absence of the hazardous substances in any form and the quantity and/or concentration of the substance. If any of these substances are identified, the Consultant shall recommend methods of abatement based on federal, state and local legal requirements and following safety and industrial hygiene good practice. A report of all the samples collected, location of each sample, test results and recommendation of methods of abatement should be submitted to the Corporation’s designated contact person (H+H “Project Manager”).

2.3.1.2 Schematic Submission
Based upon the approved hazardous material survey and scope of work described in the work order, the Consultant shall prepare the schematic plans and drawings, and reports in such form and content as may be necessary to reasonably establish the essential scope of the work. Any work such as surveys of existing space, collection of samples, laboratory tests of samples, etc., as required shall be performed prior to beginning schematic work. Such work shall consider the major factors affecting the physical aspects of the work, the minimum disruption to ongoing medical and administrative services, the budgetary limitations and the time schedule provisions. The schematic submission shall include site plans, all necessary floor plans, and a preliminary cost estimate. The schematic submission shall identify the extent of presence of hazardous materials. The documents shall be developed to a quality and completeness to permit development of a preliminary cost estimate. The Consultant shall submit schematic documents to the Project Manager for review and shall provide all additional information and documentation, and incorporate all changes requested by him or her. After the schematic submission has been approved by the Project Manager, the Consultant shall submit one (1) electronic, and two (2) paper copies of the approved schematic documents.

2.3.1.3 Contract Documents

Upon acceptance by the Project Manager of the schematic submission, the Consultant shall proceed with the preparation of the Contract Documents. This submission shall include complete and detailed drawings and specifications, a detailed cost estimate, work schedule, information required to prepare a proposal for bids, bid form, unit prices, alternates, allowances and all general and specific requirements of the contract; the format of such submission shall be reviewed by the Consultant with the Project Manager in order to ensure completeness and specificity. The final contract drawings shall be prepared with the necessary details shown with dimensions and specifications, in the format of the Construction Specifications Institute, so as to enable prospective bidders to make accurate and reliable estimates of the quantities, quality and character of the several kinds of labor and materials required to complete the project.

The Consultant shall submit one (1) electronic and two (2) complete sets of Contract Documents to the Project Manager for review. At the same time, the Consultant shall submit such documents, in such form as may be required, to all regulatory agencies having jurisdiction for final review. The Consultant shall provide all additional information and documentation, and incorporate all changes requested by the Project Manager and those reviewing agencies whose approval is required by law and by the Corporation. Before being submitted to the Project Manager for final acceptance, all drawings shall bear evidence of approval and be accompanied by all necessary applications, certifications or permits of all agencies having jurisdiction over the work.

2.3.1.4 Final Contract Documents

The Consultant shall submit one (1) electronic and two (2) complete sets of Final Contract Documents in addition to all sets of abatement documents as approved by each required government agency. All final documents shall have been revised where necessary to conform to review comments and shall bear all required stamps of approval, including the seal and authorized facsimile of the signature of the Consultant. In addition, the Consultant shall submit one (1) CD and one (1) set of prints of the final contract drawings and construction schedule, and final specifications submitted in clear legible form, typewritten, properly collated and ready for photocopying or other direct machine reproducing process. The Consultant shall also provide a final construction cost estimate, a detailed breakdown containing items of work, quantities, unit prices and amounts, separating estimates of cost for materials and labor for each item. These Final Contract Documents shall not be deemed to have been accepted until the Project Manager has notified the Consultant in writing.
2.3.1.5 Pre-Bid Service

The Consultant shall assist the Project Manager during the period of advertising and bidding of the Project through the Request for Information (RFI) process by providing written interpretations and responses to inquiries from prospective bidders. He shall consult with the Project Manager on alternatives, unit prices, and other special requirements to be incorporated in the bidding documents. The Consultant shall prepare for issuance by the Project Manager, any addenda, amendments, or supplemental drawings required for the clarification or modification of the Final Contract Documents.

The Consultant shall attend a pre-bid conference and examination of the site for prospective bidders. The attendance roster and minutes of such conference shall be submitted by the Consultant to the Project Manager with a written response to all inquiries raised by the prospective bidders, as well as recommendations for clarification drawings or specifications arising out of such inquiries.

The Consultant shall attend any pre-bid meetings directed by the Project Manager. The Consultant shall assist in the analysis of bids, review license / permit / violations, etc. requirements of the bidders and make recommendations and reports as requested by the Project Manager on the disposition of bids and award of contracts.

2.3.1.6 Pre-Abatement Service

The Consultant shall attend pre-abatement conferences scheduled by the Project Manager with successful bidders to discuss such matters as procedures, progress, problems, and scheduling and equal employment opportunities.

2.3.2 Services during Abatement Phase

2.1.2.1 Meetings

The Consultant shall attend scheduled job meetings at the job site, and such other meetings as may be required by the Project Manager, to assist the Project Manager in interpreting the abatement documents, assessing the progress of the work, and resolving problems, which may arise at the job site.

2.3.2.2 Contractor's Cost Breakdown

The Consultant shall promptly examine, recommend adjustments and indicate his approval of the cost breakdown prepared by each of the contractors. Due judgment shall be exercised by the Consultant in approving such costs to prevent unbalanced values from being established as the basis for partial payments to the contractors.

2.3.2.3 Final Inspection

The Consultant shall participate in a final inspection of the work prior to final acceptance and prepare an inspection report listing items remaining to be completed. The report shall be provided to the Project Manager within no less than ten (10) consecutive calendar days from the date of such inspection unless otherwise directed by the Project Manager.

2.3.2.4 Testing / Monitoring
The Consultant shall obtain all required air and material samples and perform tests as required under the codes and regulations of all authorities having jurisdiction during the abatement work. All sample tests shall be performed by a test facility, which has all the required local / state and federal licenses and permits. The test facility used shall be subject to a review and approval by the Project Manager of the Corporation.

2.1.2.5 Conflicts and Disputes

The Consultant shall assist the Project Manager in resolving conflicts caused by the contract document errors or omissions, and field conditions. If required by the Project Manager, the Consultant shall prepare analyses and reports relating to disputes that may arise regarding the intent and interpretation of the contract documents. The Consultant shall prepare such supplemental drawings, specifications and other documents as may be necessary to clarify the intent of the contract and to resolve conflicts in the contract documents, without any additional compensation.

2.3.2.6 Requests for Information

The Consultant shall promptly respond to all requests for information and respond in writing within no less than ten (10) working days unless directed otherwise by the Project Manager. The Consultant shall prepare, monitor and submit to the Project Manager, on a monthly basis, a log of all requests for information. The log shall include the name of the contractor, a brief description of the request, a brief description of response, and the dates of receipt and response.

2.3.2.7 Changes

The Consultant in resolving conflicts caused by errors or omissions, inadequate coordination of contract documents and field conditions, shall prepare a scope of work, the necessary sketches and specifications, and an estimated value for the change, without any additional compensation. The Consultant shall maintain a log of all changes in accordance with H+H procedures.

2.3.2.8 Contractor Submissions

The Consultant shall promptly and systematically check all submissions for conformance with the abatement document requirements. He shall indicate, in writing, whether such submissions are in conformance or not, noting all changes to be made by the contractors to assure conformance with the intent of the contract documents. The Consultant, when required by the contract documents, shall review test results of samples of materials tested to ensure performance prior to approving same for use in the Project.

The Consultant shall prepare, monitor and submit on a biweekly basis to the Project Manager, a log of all submittals by the contractor. Such log shall include the name of each contractor, description and designation of the submission, and the dates upon which such submission was received, checked, returned, resubmitted and approved.

2.3.2.9 Site Monitoring/Inspection

The Consultant and each sub-consultant shall provide all required site inspection, to ensure that the abatement work conforms to the applicable codes and intent including:
Monitor work procedures and all other activities of contractor to ensure that no contamination or release of hazardous material being abated has occurred. It is the responsibility of the Consultant to ensure that H+H facilities, employees, patients, other contractors, visitors and all other occupants are kept continuously in a safe and healthy environment.

Ensure a safe and secure location for storage of hazardous waste during and after the completion of the abatement project. An Industrial Hygienist shall be on site each day the abatement work is in progress. The Project Manager and the Certified Industrial Hygienist / Certified Safety Professional shall visit site at least once a week or as often as necessary.

Ensure that proper cleaning and decontamination was performed upon the completion of the abatement work.

Ensure selection of hauler for transportation of hazardous waste following the manifest system and insure selection of a landfill, which complies with all applicable federal state and local regulations.

Ensure that proper cleaning and/or decontamination was performed upon the completion of the abatement work.

Maintain and file appropriate reports to all agencies, provide a final report to H+H certifying that all hazardous materials to be abated has been removed and stored properly and review copy of the manifest and recommend / monitor disposition of hazardous materials removed. Final closeout reports shall include daily logs, milestone inspection forms, daily air sample results, hazardous material abatement worker attendance sheets, copies of all notifications, waste manifests and manifest log, copies of contractor licenses, contractor submittals, contractor's OSHA results and any other documents required by authorities having jurisdiction.

The Consultant shall notify the Project Manager of any discrepancies and shall promptly file formal reports of site inspections. The site inspections shall be in addition to attending regularly scheduled job meetings or performance of other work specified herein. The Consultant shall be responsible for meeting all requirements of applicable federal, state and local regulations and requirements for the abatement projects included in the work order.

2.3.2.10 Revised Drawings

During the course of abatement, the Consultant shall periodically (at least once every three months, as required, or when requested by the Project Manager) revise the abatement documents to reflect all revisions issued and approved. Revised documents shall clearly identify each change, bulletin and revision date. On completion of the abatement, the Consultant shall submit a final set of drawings that reflect the work completed.

2.3.2.11 Certificates

The Consultant shall file and obtain on behalf of the Corporation, all certificates and documents required by agencies having jurisdiction, including documents required for permitting of construction work to follow.

2.3.2.12 Third Party Suits

Should any claim be made or any action brought against the Project Manager or the Corporation relating to the abatement work herein, and the Consultant is named co-defendant, the Consultant shall diligently render to the Corporation without additional compensation for all such assistance, which may be required by the Project Manager.

2.3.3 Collection and Retention of Data

The Project Manager shall make available for examination such data as may be readily available in Corporation files for the guidance of the Consultant. Such information may include current and past patient utilization data, staffing and other operational/financial information, boundary and topographical surveys, test borings and subsurface information, existing construction drawings, specifications and other available data. The Consultant shall exercise due diligence and professional competence in analyzing such documents and data, which may be provided by the Project Manager, and shall obtain any additional information required through an examination of all relevant public records and further investigations, which may be necessary. The Consultant shall plan work with reference to and in conformity with all
data, which may be provided, and additional investigation, which may be required, supplemented by an inspection and examination of the site and / or existing conditions / documents. The documents prepared by the Consultant shall take into consideration and clearly demonstrate the optimal maintenance of hospital medical and administrative services and operations without interruption during the course of construction. The consultant shall retain all data as required by City, State and Federal Regulations. Project Manager shall be provided with a schedule of all applicable requirements at the commencement of a project.

2.3.4 Schedule
The Consultant shall prepare a schedule to establish a timetable for the accomplishment of the work within the time stipulated in the work order for the Project. Such schedule shall indicate the necessary milestones including submissions for each phase and reviews by each agency having jurisdiction over the design, and other critical intermediate project events. The Consultant shall submit such schedule for approval by the Project Manager and shall ensure that such approved time schedules are adhered to.

2.3.5 Job Meetings
The Consultant shall attend all conferences and job meetings as required for the preparation or review of survey/abatement documents at H+H facilities and as directed by the Project Manager. He shall take, transcribe and distribute minutes of such meetings to all concerned parties.

2.3.6 Revision of Documents
At any time during the term of this contract, the Consultant shall revise and correct, without additional compensation therefore, any and all reports, studies, surveys or other documents prepared by the Consultant until all such documents shall be accepted by the Project Manager and all other agencies whose approval is required by law.

2.3.7 Cooperation with Other Consultants
The Corporation shall have the right to engage directly the services of other consultants and the Consultant shall fully cooperate with and coordinate his work with the work of any other party or parties so engaged by the Corporation.

2.3.8 Work Orders
No tasks shall be undertaken by the Consultant without the prior written approval of the Corporation’s designated project manager. This is a Requirements Contract and Work Orders identifying the project and defining the scope will be issued to the Consultant on an as needed basis during the contract period. These will identify the project and define the scope of services:

a) The sole authority to issue a Work Order for these contracts is vested in the Assistant Vice President, Office of Facilities Development, unless otherwise delegated in writing.

b) Consultants shall provide a monthly status report on all their active NYC H+H projects to the Office of Facilities Development. The report shall be by facility and provide a high level summary of progress, budget and issues for each project. The report shall be signed by a licensed principal of the firm.

c) Work Orders under this contract may be issued at any time during the period of this contract. Actual performance of the work may extend beyond the contract period.

d) On as-needed basis, Work Orders may be issued to perform the services required for a particular project.

e) Upon receipt of such Work Order, the Consultant shall promptly contact the project manager (PM). Each work/purchase order will indicate the PM designated for that project.

f) No services shall be performed under this contract until a written Work Order is issued defining the scope of work and a not-to-exceed lump sum fee or not-to-exceed fee based on the mutually agreed hours of work. The Work Order shall specify the start
date and the completion date. The Consultant is cautioned that payment will not be made for any work performed that is not authorized by the responsible party in an official Work Order.

g) Consultant shall provide the Assistant Vice President, Office of Facilities Development with a copy of each and every Work Order received; and provide a monthly status report of all open and completed work orders in a format approved by NYCH+H. These shall be delivered to:

NYCH+H, Office of Facilities Development
55 Water Street, 25th Floor
New York, NY 10041

h) Each Work Order shall reference the contract number and shall identify the facility for which the work is required; the project scope of work; time-card upset and/or lump-sum fees and required time for performance. The completion dates may be extended if the PM determines that incurred delays were beyond the control of the Consultant.

2.4 DEFINITIONS

2.4.1 Definitions and Procedure D
   a) The "Contract" or “Agreement” shall mean this Agreement and all attachments thereto. In the event that any of the terms and conditions in the Agreement is inconsistent with the terms of any of the attachments or exhibits therewith, the terms and conditions of the specific requirements attached shall have precedence.
   b) The "Corporation" shall mean the New York City Health and Hospitals Corporation, a public benefit corporation having its principal place of business at 125 Worth Street, New York, New York 10013.
   c) The "President" shall mean the President of the New York City Health and Hospitals Corporation, his or her successors or duly authorized representatives, empowered to act on behalf of the Corporation with regard to this Contract.
   d) The "Project" shall mean the scope of work included in a work order.
   e) The “Assistant Vice President, Office of Facilities Development” means a person who is the Corporation’s representative and authorized to enter into, administer and/or terminate this Agreement.
   f) The “Facilities Manager, Office of Facilities Development”, is an H+H manager who works closely with the employees, including Facility Representatives at the site location for which a proposal has been requested.
   g) The “Project Manager (PM)”, is an H+H employee, assigned as the authorized representative of the Corporation, designated specifically by, and authorized to act on behalf of, the Corporation in the administration of contracts with respect to resolution of issues that may arise between Consultant and the Corporation in connection with such matters as the acceptability of workmanship and compliance with technical requirements. The PM shall serve as the Corporation’s contact person and liaison between the Corporation and Consultant for purposes of this Agreement. The Project Manager or his/her designee shall accept or reject any services or deliverables on behalf of the Corporation. The Project Manager shall coordinate and oversee the provision of the services and the results of Consultant’s performance and provide only technical direction if needed. The Project Manager shall not interfere with Consultant’s exercise of his/her/its professional judgment
   h) The “Work Order” shall mean an authorization to the Consultant issued by the Assistant Vice President, Office of Facilities Development for projects financed from the capital funds of the Corporation and/or projects financed from the operating funds of the requesting Facility.
   i) The "Hospital" shall mean the Corporation facility identified and the location described in the Work Order.

2.4.2 Extensions as of Right. The Consultant shall be entitled to an extension of time for the performance of the Services to the extent caused: (1) by the acts or omissions of the Corporation, its officers, agents or employees; or (2) by supervening conditions
beyond the control of the Consultant such as acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal or strikes or labor disputes not brought about by any act or omission of the Consultant; provided, however, that the Consultant gives a contemporaneous notice to the Corporation setting forth in detail the nature of each alleged cause of delay, the date upon which each such cause of delay began and ended and the number of days of delay attributable to each such cause. Upon such notice, the Consultant shall be entitled to an extension of time for the performance of the Services equal to one day for each day of delay.

2.4.3 Discretionary Extensions. Upon request by the Consultant, the Corporation may, in its discretion, grant such extensions of time as it determines to be appropriate. Any such discretionary extension of time must be granted in writing to be effective.

2.5 STAFFING

The principal staff of the Consultant carrying out its responsibilities under this Agreement shall be as listed in Schedule C – All-Inclusive-Hourly Rates. No substitution of personnel shall be made by the Consultant without the prior written consent of the Corporation. Before any such substitution is permitted hereunder, the Consultant shall submit to the Corporation a written justification supported by the qualifications of any proposed replacement. The description of qualifications shall include a current resume of academic training and professional experience, salary history and the names, addresses and telephone numbers of references who are familiar with recent performance of the individual and such other information as the Corporation may reasonably require.

2.6 DRAWINGS and TECHNICAL DOCUMENTS

All drawings and technical documents of any nature, and copies thereof, prepared as part of the services herein shall be the property of the Corporation, shall be treated as confidential and shall be delivered to the Corporation on request and in all events upon completion of services.

ARTICLE 3

COMPENSATION FOR SERVICES

3.1 FEES

The Corporation shall pay, and the Consultant agrees to accept for the complete and satisfactory performance of all services required to be performed pursuant to this Agreement, including all expenses reimbursable under Section 3.4, an amount that shall not exceed $2,000,000. Said fee is only a maximum amount and does not represent a commitment or guarantee on the part of the Corporation to pay such amount unless it has been determined to be allowable by application of criteria established herein. The actual service fee shall be determined for each subsequently issued work order.

Multiple vendors in several disciplines are being issued similar contracts for this work, each up to the same $2 M cap. However, that dollar cap is also the approved amount for the payment of ALL of the vendors (i.e., the "Total Authorized Amount"). The Corporation will use work orders to authorize all services under each agreement. The Total Authorized Amount will be diminished by the value of each work order as it is issued.
3.2 CALCULATION OF COMPENSATION

3.2.1 Work Order  The Consultant’s compensation for the performance of the Services is established as follows:

3.2.1.1 Time Card Basis: Payment for tasks of indeterminate scope shall be on a not-to-exceed (NTE) fee based on:

1. Units prices for testing services
2. The agreed number of personnel hours at established hourly rates for various categories of personnel at established hourly rates for various categories of personnel as listed in Schedule “C.” Fees per title are set forth in Schedule “C” – All Inclusive Hourly Rates. If less time should be required than has been estimated, the total fee for the Services will be based on the actual time spent performing services. If more time should be required for the Services, the maximum (NTE) fee for the Work Order shall nevertheless apply.

3.2.1.2 Lump Sum Fee: shall be a mutually agreed upon negotiated amount. The Payment shall be in accordance with Section 3.3.

3.2.1.3 Reimbursables: an allowance for reimbursables will be established as described in Section 3.6.

3.2.2 Hourly Rates. Will be used to calculate fees for work performed on a time card basis, in accordance with Schedule “C” – All Inclusive Hourly Rates for required professional personnel. The firm is to provide a staffing plan of individuals who are available to perform the contract work and are identified in the approved Staffing Plan. The Consultant shall submit for approval the method of monitoring time worked.

3.2.2.1 Limitations: Payments for services on a Time Card Basis are subject to the limitations set forth below.

(a) Staffing Plan: Each work order must have an approved staffing plan and specify the designated individuals for the performance of specific tasks and an All Inclusive Hourly Rate for each specified individual.

(b) Principals: The Consultant shall not be entitled to payment for a principal’s time performing oversight or management duties. This prohibition on payment for a principal’s time shall not apply if the following criteria are met:

(1) the Consultant has been directed to perform services on a Time Card basis,
(2) the principal is qualified to perform services in accordance with one of the titles set forth in Exhibit, and
(3) the principal is included in the approved Staffing Plan for such title.

3.2.2.2 All Inclusive Hourly Rates: An All Inclusive Hourly Rate for each Assigned Employee is set forth in the Staffing Plan. Such All Inclusive Hourly Rate shall be the rate set forth in Schedule C for the title for which the Assigned Employee meets the minimum requirements. Such All Inclusive Hourly Rate shall apply to all regular business hours during which an Assigned Employee performs services on a Time Card basis. No increase in such rate shall be provided for services performed during non-regular business hours.

(a) All Inclusive (a) Hourly Rates shall be deemed to include the items set forth below.

(1) All expenses incurred by the Consultant and/or its Sub-consultant(s) in the performance of all required services for the Project on a Time Card basis
(2) All expenses related to management and oversight, including, without limitation, any time spent by principals performing such duties
(3) All expenses related to overhead, including insurance, and any anticipated profit
(4) All expenses related to providing the non-reimbursable items and/or services set forth in Article 3.

(b) Non-billable hours shall be defined as any hours set forth on time sheets completed by the Assigned Employee which have been allocated to any category or function other than services performed hereunder. Non-billable hours shall include without limitation: (1) any hours the Assigned Employee spent commuting or traveling; (2) any hours during which the Assigned
Employee performed services for any other project; (3) any hours the Assigned Employee spent performing services for the Project for which the Consultant is not entitled to compensation, (4) compensated absence time, including without limitation vacation time, sick time, personal time and holidays; and (5) performance of administrative tasks, or (6) any other time keeping category consistent with standard accounting practices.

(c) Non-Regular Business Hours: The President may authorize the Consultant advance in writing to have an Assigned Employee perform services during non-regular business hours. Non-regular business hours shall be defined as any hours in excess of eight (8) hours per day, Monday through Friday (i.e., evenings, weekends and holidays).

3.3 PAYMENTS FOR TECHNICAL DELIVERABLE

3.3.1 Fees for Hazardous Substance Survey/Sample collection/ Test Report Phase

The Corporation shall pay the Consultant for preparation of hazardous material studies, surveys, collection of samples and test reports by an approved testing laboratory, a fee which, unless specific approval is obtained in writing from the Corporation, shall limited to 30% of the Fee stipulated in the Work Order. The fee for the survey / test report phase shall be apportioned and paid to the Consultant as follows:

<table>
<thead>
<tr>
<th>Payment</th>
<th>Stage of Work</th>
<th>Net % of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Upon submission of 100% complete Survey/Test report to the Project Manager.</td>
<td>75%</td>
</tr>
<tr>
<td>2.</td>
<td>Upon written approval of Survey/Test report by the Project Manager</td>
<td>25%</td>
</tr>
</tbody>
</table>

3.3.2 Fees for Final Contract Documents Submission

The Corporation shall pay the Consultant for the preparation of the Final Contract Documents submission, a fee which shall be limited to 20% of the Fee stipulated in the Work Order. The Fee shall be apportioned and paid to the Consultant as follows:

<table>
<thead>
<tr>
<th>Payment</th>
<th>Stage of Work</th>
<th>Net % of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Upon completion of the 50% contract document stage of the plans and specifications.</td>
<td>40%</td>
</tr>
<tr>
<td>4.</td>
<td>Upon submission of completed final construction drawings, specifications, and contract documents to the Project Manager.</td>
<td>50%</td>
</tr>
<tr>
<td>5.</td>
<td>Upon written acceptance of the Project Manager of the final documents and certification that approval of all other agencies has been secured, and bids have been receives and evaluated.</td>
<td>10%</td>
</tr>
</tbody>
</table>

3.3.3 Fees for Services During Abatement
The Corporation shall pay the Consultant for the performance of all work required under this contract during the abatement phase, a fee which shall be limited to 50% of the fee stipulated in the Work Order. The portion of the fee allocated to the abatement phase work shall be apportioned and paid to the Consultant as follows:

20% when the abatement has been determined to be 25% complete.
20% when the abatement has been determined to be 50% complete
25% when the abatement has been determined to be 75% complete.
30% when the abatement is determined to be substantially complete.

The balance of 5% shall be paid after 1) the Consultant has reviewed the contractor's manifest and determined that, to the best of his knowledge and belief, abatement / disposal work is in compliance with all sections of the Building Code, NYCRR, EPA, OSHA, DEP and other codes that were applicable when the original Department of Buildings approval was obtained; and 2) the Consultant submitted all approvals of regulatory agencies.

In cases when the Consultant work is satisfactorily completed and the abatement phase fails to progress for causes attributable to others, the Project Manager may change the schedule of payments, as listed above in order to reflect an equitable compensation for services rendered.

3.4 PAYMENT FOR ADDITIONAL WORK

The Consultant shall be paid additional compensation for work constituting extra work at the rates included in Schedule “C”; such costs shall be subject to an upset limitation.

In lieu of the method of payment specified above, the Project Manager and the Consultant may agree upon a lump sum to be paid to the Consultant for such additional services.

3.5 SUBMISSION OF MONTHLY INVOICES

The payment shall be in accordance with SCHEDULE “A” - SCOPE OF SERVICES. The Consultant will submit monthly invoices to the Corporation for payment for the Services rendered in the preceding month, in accordance with the Consultant's rates for each category of personnel and for time actually spent rendering the Services in accordance with Section 3.2.1 and/or for the deliverables completed during the preceding month based on the provisions of Section 3.2.2. Each invoice shall be based upon work performed by the Consultant to the date of such invoice and/or the deliverables completed. Accompanying each invoice shall be sufficient detail to allow the Corporation to verify the adequacy, accuracy and reasonableness of the charges. Such detail shall include, but not be limited to, the period of time related to such invoice, the Services performed, the name and title of the professional, his/her hours worked and the billing rate. The Consultant shall provide whatever additional information the Corporation reasonably deems necessary.
3.6 EXPENSES

The Corporation will reimburse the Consultant for out-of-pocket expenses and services, in an amount not to exceed the allowance identified in the Work Order. All costs and expenses to be allocated to this allowance must be authorized in writing by the Project Manager prior to their encumbrance by the Consultant. Reimbursable Services shall be provided through entities approved by the President. The Consultant shall utilize the method of procurement of Reimbursable Services as directed by the PM. If so directed, the Consultant shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds $5,000.

The Consultant will arrange for the most cost-effective means for out-of-town travel expenses, including meals and lodging, in accordance with the allowances provided by this Agreement and the Corporation's Operating Procedure 10-10, a copy of which the Contractor acknowledges receiving by accepting and signing this Agreement.

3.6.1 Reimbursable Expenses
Reimbursable Expenses will be paid based on a direct reimbursable basis (with no additional provisions for overhead or fee) upon receipt of a monthly bill containing the information as set forth in paragraph 3.5. Reimbursable expenses are only those out-of-pocket expenses directly related to providing services hereunder, as actually, reasonably and necessarily incurred. "Reimbursable Expenses" may include the b) Printing copies of design documents and/or reports beyond (6) six copies, special mailings (such as overnight delivery and messenger services), and any other out-of-pocket expenses, approved in advance by the PM. Reimbursable Expenses shall not include travel to and from the project site, meals; and those costs considered to be overhead such as normal mailing, local telephone and facsimile charges, in-house copying, secretarial, clerical and typist time and the purchase of office or graphic supplies.

3.6.2 Reimbursable Services
Reimbursable Services will be paid based upon receipt of a monthly bill containing the information as set forth in paragraph 3.7. Reimbursable expenses are only those out-of-pocket expenses directly related to providing services hereunder, as actually, reasonably and necessarily incurred, and may include, without limitation, the services set forth below.

(a) Filing fees and related application fees for New York City agencies

(b) Services required to file and secure approval from the NYC Department of Buildings (i.e., expediting services)

(c) Out of town travel which shall be reimbursed

(d) Any other services, determined by the President to be necessary for the Project

3.6.3 Non-Reimbursable Services: Throughout the Project and regardless of whether specified in any Work Order issued hereunder, the Consultant shall be responsible for providing the non-reimbursable services set forth below.

(a) All expenses for ordinary transportation, i.e., other than long distance travel
   i. Expenses for time personnel spend commuting or traveling

(b) Equipment: The Consultant shall provide the items set forth below for all personnel performing services.
   ii. Health and safety plans or other documents required under City, State of Federal law for environmental investigations.
   iii. Hand tools, sample media, containers and other supplies for collecting samples of hazardous material.
   iv. Safety equipment as required by all applicable codes.
   v. All necessary CADD or computer usage time
   vi. All necessary office supplies and/or tools
   vii. Communications equipment and service, including without limitation cellular telephones.
3.7 SUBMISSION OF INVOICES

The Consultant shall submit invoices to the Corporation for payment for out-of-pocket expenses in accordance with Section 3.4. Accompanying each invoice shall be a sufficiently detailed itemized breakdown of reimbursable expenses to allow the Corporation to verify the adequacy and accuracy of each invoice. Such detail will include, but not be limited to, the period of the time related to such bill, the services rendered, the places of lodging, means of travel and meals, the names of the Consultant's employees incurring such expenses, the dates such expenses were incurred and such other information as the Corporation shall require. The Consultant shall provide receipts for individual items over $250.00. The Corporation shall have no obligation to reimburse expenses unless a request for reimbursement is submitted within 120 days of the date the expense was incurred.

3.8 PAYMENT OF INVOICES

The Corporation shall make its best efforts to pay the invoices submitted in the form required by this Article within thirty days of receipt thereof.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 PROCUREMENT OF AGREEMENT

The Consultant represents and warrants that: (a) no person, entity or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for the payment of a commission, percentage, brokerage fee, contingency fee or any other compensation; and (b) no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Consultant makes such representations and warranties to induce the Corporation to enter into this Agreement and the Corporation relies upon such representations and warranties in the execution hereof.

4.2 CONFLICT OF INTEREST

The Consultant represents and warrants that: (a) neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided; and (b) in the performance of or the rendering of services under this Agreement no person having such interest or possible interest shall be employed by it. To the best of the Consultant’s knowledge after due investigation, no elected official or other officer or employee of the Corporation or City of New York (the "City"), nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects such person's personal interest or the interest of any
corporation, partnership or association in which such person is, directly or indirectly, interested; nor shall any such person have an interest, direct or indirect, in this Agreement or in the proceeds thereof.

4.3 NO DEFAULTS

The Consultant represents and warrants that it: (a) is not in arrears to the Corporation or the City of New York (the “City”) upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Corporation or the City, and has not been declared not responsible or disqualified, by any agency of the City or State of New York (the “State”) nor is there any proceeding pending relating to the responsibility or qualification of the Consultant to enter into any public contract; and (b) to the best of its knowledge after due investigation, has paid all applicable City income, excise, and other taxes due from all years it has conducted business activities in the City.

4.4 FAIR PRACTICES

The Consultant and each person signing on behalf of the Consultant represents, warrants and certifies, under penalty of perjury, that to the best of their knowledge and belief:

a. The prices in this Agreement have been arrived at independently without collusion, communication or agreement, with the intent of restricting competition, as to any matter relating to such prices with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal submitted by the Consultant have not been knowingly disclosed by the Consultant prior to the opening of any proposal, bid or other response to the Corporation’s solicitation, directly or indirectly, to any other bidder, proposer or to any other kind of competitor; and

c. No attempt has been made or will be made by the Consultant to induce any other person, partnership, corporation or other entity to submit or not to submit a proposal with the intent of restricting competition.

That the Consultant has (i) published price lists, rates, or tariffs covering services and goods being procured; (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such services and goods; or (iii) has sold the same services and goods to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraphs (a) or (b) above.

4.5 TERMINATION FOR BREACH OF REPRESENTATIONS AND WARRANTIES

For a breach or violation of the representations or warranties set forth above in Sections 4.1, 4.2, 4.3 and 4.4, the Corporation may terminate this Agreement upon 30 days prior notice to the Consultant, which notice shall specify the nature of the alleged breach. If the Consultant has not cured such breach or explained the same to the satisfaction of the Corporation within such 30 day period, then the Corporation may terminate this Agreement immediately upon notice to the Consultant without liability to the Consultant. This remedy, if effected, shall not constitute the sole remedy afforded the Corporation for the violation or breach of said representations and/or warranties, nor shall it constitute a waiver of the Corporation’s right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.
4.6 **LOWEST FEE**

The Consultant represents and warrants that the direct fees for the Services charged to the Corporation pursuant to this Agreement shall be the lowest fees for such services which are charged by the Consultant to any of the Consultant's customers for like services under substantially the same circumstances. This representation and warranty includes those customers of the Consultant who are, as of the date of this Agreement, under contract with the Consultant and under any subsequent renewal of any such contract. Should the Corporation, at any time, determine that such representation and warranty has been breached, then the Corporation's payments to the Consultant hereunder shall be only at such "lowest fees."

4.7 **BACKGROUND QUESTIONNAIRES**

If the Consultant was required to complete the City's VENDEX questionnaires to qualify for this Agreement, then the Consultant represents and warrants that (a) all questions in the appropriate Principal and Vendor Questionnaires (the "Questionnaires") have been fully answered in accordance with the Vendor's Guide to VENDEX; (b) such information is in no respect misleading; and (c) the Questionnaires have been duly executed and submitted to the Corporation. The Consultant understands that the Corporation's reliance upon the completeness of the Consultant's answers and veracity of the information stated therein are material conditions to the Corporation's execution of this Agreement. The Consultant shall submit the appropriate Questionnaires, or if applicable, a "Certification of No Change" upon the extension or renewal of this Agreement. The Consultant shall submit newly completed Questionnaires to the Corporation every three years. This Agreement shall be a nullity until the Consultant submits fully completed, signed and notarized Questionnaires to the Corporation. If, for any reason, final review of the Questionnaires and the Consultant's background by the Corporation cannot be obtained prior to full execution of this Agreement, this Agreement shall nevertheless be and continue to be in full force and effect, subject to the Consultant's agreement to proceed with due diligence and speed, making its best efforts in good faith to submit to the corporation all required questionnaires, not to exceed fourteen business days from the date of execution of this Agreement, which shall be fully completed, signed and notarized. Upon written notice to the Consultant, the Corporation may immediately suspend or terminate this Agreement upon written notice to the Consultant if it reasonably believes that Consultant is not making such efforts. In addition, after receipt of information from the Corporation's Office of the Inspector General or the City's Department of Investigation of the kind that would typically be used as a basis for finding a Consultant not responsible to receive a contract award, the Corporation may immediately suspend or terminate this Agreement. Such termination notice will provide the Consultant with an opportunity to contest the accuracy of the information at a hearing before a panel of Corporation officials, at which hearing the Consultant may be represented by counsel. In no event shall any such termination affect the Corporation's obligation to pay for services satisfactorily performed and/or goods delivered in accordance with the Agreement prior to termination. The Corporation will pay Consultant for any services or deliverables satisfactorily performed or delivered, as applicable, on a quantum meruit basis, at the rates or prices set forth in the Agreement, as applicable.

4.8 **PROHIBITION ON GIFTS AND GRATUITIES**

The Consultant nor any of its directors, officers, members, partners, employees or agents shall directly or indirectly give any gift in any form, including but not limited to money, service, a loan, travel, entertainment, hospitality, thing or promise, to members of the Corporation's Board of Directors, Community Advisory Boards, Corporation officers, employees, or personnel working for any Corporation
hospital auxiliary or professional or academic affiliate. If the Consultant, its employees or agents give any such gift to any such person, such act will constitute a material breach of the Agreement and the Corporation shall have a right to terminate the Agreement upon 10 days written notice to the Consultant on that basis.

ARTICLE 5

AUDIT BY THE CORPORATION AND THE CITY

5.1 DOCUMENTATION SUBJECT TO AUDIT

All vouchers or invoices presented for payment to be made hereunder, and the books and records upon which said vouchers or invoices are based are subject to audit by the Corporation and also by the City Comptroller (the “Comptroller”) pursuant to the powers and responsibilities conferred upon said such office by the Charter and Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.

5.2 SUBMISSION OF DOCUMENTATION

The Consultant shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Corporation and the Comptroller so that they may evaluate the reasonableness of the charges.

5.3 MAINTENANCE OF RECORDS

The Consultant shall maintain separate and accurate books and records in accordance with generally accepted accounting standards consistently applied that sufficiently and properly reflect all direct and indirect costs expended in the performance of this Agreement. The Consultant shall retain such documents for six (6) years after the final payment or termination of this Agreement, whichever is later. The Consultant shall make available all such records for periodic audit and review by the Corporation, the City, the State, the Federal Government and other persons duly authorized by the Corporation.

5.4 WITHHOLDING OF PAYMENT

If an investigation, inspection or audit is commenced, the Corporation has the right to withhold payment of any disputed amounts, if any payment is due, until all the requirements set forth above have been satisfactorily met by the Consultant, and, in such event, the Corporation must escalate any withheld payments that are the subject of such investigation, inspection or audit to the Consultant's management. While such dispute resolution is ongoing, the Corporation has the right to withhold payment pursuant to the process, if any payment is due, in an amount equal to the payment amounts that are subject of such dispute.
ARTICLE 6

COVENANTS OF THE CONSULTANT

6.1 CONSULTANT’S EMPLOYEES, AGENTS, AND CONSULTANTS

6.1.1 No officer, agent or employee of the Consultant, and no independent Consultant engaged by the Consultant to perform work under this Agreement, are either employees of the Corporation or the City and none are under contract to either the Corporation or the City. The Consultant alone is responsible for their work, direction, compensation and personal conduct while performing pursuant to this Agreement. Neither the Corporation nor the City shall be responsible for: (a) the acts, omissions, liabilities or obligations of the Consultant or any person, firm or entity engaged by the Consultant; or (b) taxes of any nature.

6.1.2 Prior to assigning any employee, agent or independent Consultant to work at a Corporation site, the Consultant shall conduct a criminal history background check (a “Background Check”) on such person covering the three years prior to such proposed assignment. A Background Check must include, for residents of the State, a criminal history record search of the State Office of Court Administration’s records for all 62 State counties. In addition, the Consultant shall conduct a Background Check through the records for any other state in which the person resided in the last three years. The Corporation may require the Consultant to perform a more extensive Background Check on workers who will have direct contact with mentally ill or minor patients, provide nursing home or home health care services or in certain other situations. The Consultant shall also comply with all applicable federal, state or local statutes or regulations requiring Background Checks. After reviewing an individual’s Background Check report, the Consultant shall provide a written, signed certification to the Corporation stating that there is nothing in such person’s background that would render him or her unsuitable to work in a health care setting or at a Corporation administrative office. The Consultant shall maintain the Background Check reports for six years. The Corporation may audit the Consultant’s records to verify compliance with this Section.

6.2 LIABILITY

6.2.1 The Consultant shall be solely responsible for any physical injuries to, or death of, its officers, agents, or employees, or any other person arising during the performance of the Services and for all damage to any property sustained during its operations and under this Agreement resulting from any act or omission to act by the Consultant or any of its officers, employees, agents, or independent Consultants. The Consultant shall be solely responsible for ensuring the safety of its officers, employees, agents and independent Consultants. The Consultant shall indemnify, defend and hold harmless the Corporation and the City from any liability, damage, cost or suit arising out of the performance of this Agreement except to the extent that any of the same are due to the sole negligence of the Corporation or the City.

6.2.2 If any claim is made or any action is brought against the Corporation or the City arising out of the acts or omissions to act of an officer, employee, agent or independent Consultant of the Consultant, with regard to the performance of this Agreement, then the Corporation shall have the right to withhold payments due to the Consultant in a reasonable amount required to meet the Consultant’s
obligations of indemnification as aforesaid but only to the extent that such claims are not being defended by the Consultant’s insurance carrier or such insurance carrier has not otherwise accepted responsibility for such claims.

6.3 INSURANCE

6.3.1 Insurance Requirements. The Consultant shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

6.3.1.1 The Consultant shall maintain, at its sole cost and expense, Commercial General Liability Insurance covering the Consultant as Named Insured and the Corporation and City as Additional Insureds in the amount of at least Two Million Dollars ($2,000,000) per occurrence. Such insurance shall protect the Corporation and the Consultant from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

6.3.1.2 Such Commercial General Liability Insurance shall name the Corporation, together with its officials and employees as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

6.3.1.3 At the Corporation’s direction, if professional services are provided pursuant to this Agreement, each of the Consultant and all sub-consultants of the Consultant providing professional services, shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least Two Million Dollars ($2,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Consultant under this Agreement arising out of the negligent performance of professional Services or caused by an error, omission or negligent act of the Consultant or anyone employed by the Consultant.

6.3.1.4 Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Consultant shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

6.3.1.5 Valuable Papers Insurance Insuring all plans, designs, drawings specifications and documents produced or used under this contract by the Consultant or any Subcontract design Professional, in a total amount not less than 35% of the Original Fee. The Consultant may furnish full coverage under one policy or may submit separate policies from his Subcontract Design Professional for the proportionate shares of said coverage. The benefits of all Valuable Papers Insurance shall be made to extend expressly to the Corporation, and shall continue in full force until submission of the 100% completed final construction drawings, specifications and contract documents.

6.3.1.6 The Consultant shall maintain, and ensure that each sub Consultant maintains Workers’ Compensation Insurance, Disability Benefits Insurance, and Employer’s Liability Insurance and Unemployment Insurance, in accordance with, and to the extent required by, the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

6.3.1.7 If vehicles are used in the provision of the Services, then the Consultant shall maintain Business Automobile Liability insurance in the amount of at least Two Million Dollars ($2,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

6.3.1.8 If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.
6.3.2 General Requirements for Insurance Coverage and Policies. All insurance obtained by the Consultant shall satisfy the following requirements.

6.3.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Corporation. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the Corporation.

6.3.2.2 There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Corporation. Any such self-insurance program shall provide the Corporation with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

6.3.2.2.1 The Corporation’s limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Consultant as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

6.3.3 Proof of Insurance. The following evidence of insurance shall be required.

6.3.3.1 For Workers’ Compensation Insurance, Disability Benefits Insurance, and Employer’s Liability Insurance, the Consultant shall file one of the following within 10 days of award of this Contract (ACORD forms are not acceptable proof of workers’ compensation coverage):

1. C-105.2 Certificate of Workers’ Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers’ Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers’ Compensation Board; or
5. Other proof of insurance in a form acceptable to the Corporation.

6.3.3.2 For each policy required under this Agreement, except for Workers’ Compensation Insurance, Disability Benefits Insurance, Employer’s Liability Insurance, and Unemployment Insurance, the Consultant shall file a Certificate of Insurance with the Corporation within ten days of award of this Agreement. All Certificates of Insurance shall be (i) in a form acceptable to the Corporation and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (ii) accompanied by the endorsement in the Consultant’s general liability policy by which the Corporation and City have been made additional insureds pursuant to this Agreement. All Certificates of Insurance shall be accompanied by either a duly executed “Certification by Broker” in the form attached to this Agreement as Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

6.3.3.3 Certificates of Insurance confirming renewals of insurance shall be submitted to the Corporation prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of this Agreement.

6.3.3.4 The Consultant shall provide the Corporation with a copy of any policy required under this Article upon the demand for such policy by the Corporation.

6.3.3.5 Acceptance by the Corporation of a certificate or a policy does not excuse the Consultant from maintaining policies consistent with all provisions of this Article (and ensuring that sub-consultants maintain such policies) or from any liability arising from its failure to do so.

6.3.3.6 If the Consultant receives notice, from an insurance company or other person that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Consultant shall immediately forward a copy of such notice to both the Corporation.
6.3.4 Miscellaneous Insurance Provisions.

6.3.4.1. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Consultant shall provide the insurer with timely notice thereof on behalf of the Corporation. Such notice shall be given even where the Consultant may not have coverage under such policy (for example, where one of Consultant's employees was injured). Such notice shall expressly specify that “this notice is being given on behalf of the New York City Health and Hospitals Corporation as Additional Insured” and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Consultant shall simultaneously send a copy of such notice to the Corporation. If the Consultant fails to comply with the requirements of this Section, the Consultant shall indemnify the Corporation for all losses, judgments, settlements and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the Corporation.

6.3.4.2 The Consultant’s failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the Corporation at any time.

6.3.4.3 Insurance coverage in the minimum amounts required in this Article shall not relieve the Consultant or its sub Consultants of any liability under this Agreement, nor shall it preclude the Corporation from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or at law.

6.3.4.4 The Consultant waives all rights against the Corporation, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Consultant and/or its sub Consultants in the performance of this Corporation.

6.3.4.5 If the Consultant requires any sub-consultant to procure insurance with regard to any operations under this Contract and requires such sub Consultant to name the Consultant as an additional insured under such insurance, the Consultant shall ensure that such entity also name the Corporation and the City, including their officials and employees, as additional insured’s with coverage at least as broad as the most recently issued ISO form CG 20 26.

6.4 MINIMUM WAGES

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by the Consultant in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

6.5 INDEPENDENT CONSULTANT STATUS

The Consultant is an independent Consultant and is not an employee of the Corporation or the City. Neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the Corporation or the City. They will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Corporation or the City including, but not limited to, Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.
6.6 PROTECTION OF CORPORATION PROPERTY

6.6.1 The Consultant assumes the risk of, and shall be responsible for, any loss or damage to the Corporation's property, including leased property, used in the performance of this Agreement, and caused directly or indirectly, by the acts or omissions of the Consultant, its officers, and employees, or any person, firm, company, agent or others engaged by the Consultant as to perform or assist with the performance of the Services.

6.7 RIGHTS OF CORPORATION

The rights and remedies of the Corporation provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

6.8 COMPLIANCE WITH LAW

The Consultant shall perform all Services in accordance with law including having all legally required approvals and licenses.

6.9 FEDERAL EMPLOYMENT PRACTICES

The Consultant and its sub Consultants shall comply with the Civil Rights Act of 1964 and any amendments thereto, and the rules and regulations thereunder.

6.10 NON-DISCRIMINATION AGAINST THE HANDICAPPED

The Consultant shall comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1994, and all regulations, guidelines and interpretations issued pursuant thereto.

6.11 INVESTIGATIONS

6.11.1 The parties agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State, City or other governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

6.11.2
a. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the Corporation, City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or

b. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by the Corporation, City or State or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and seeking testimony concerning the interest in, and seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the Corporation, City the State, or any political subdivision thereof or any local development corporation within the City; then:

6.11.3 a. The President of the Corporation shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if penalties should attach for the failure of a person to testify.

b. If any non-governmental party to the hearing requests an adjournment, the President of the Corporation may, upon granting the adjournment, suspend any contract, lease, permit or license of the party granted the extension pending the final determination pursuant to Section 6.11.5, below, without the Corporation or City incurring any penalty or damages for delay or otherwise.

6.11.4 The penalties which may attach after a final determination by the President may include but shall not exceed:

a. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the Corporation or City; and/or

b. The cancellation or termination of the rights or interest of the person or entity it represents in any and all such existing Corporation or City contracts, leases, permits or licenses that the refusal to testify concerns, and that have not been assigned as permitted under this Agreement, nor the proceeds of which have been pledged to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the Corporation or City incurring any penalty or damages on account of such cancellation or termination. Monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

6.11.5 The President shall consider and address in reaching his or her determination and in assessing an appropriate penalty, the factors in paragraphs a and b, below. The President may also consider, if relevant and appropriate, the criteria established in paragraphs c and d, below, in addition to any other information which may be relevant and appropriate:

a. The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of
accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought;

b. The relationship of the person who refuses to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity;

c. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the Corporation or City; and

d. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section 6.11.4, above, provided that the party or entity has given actual notice to the President or agency head upon the acquisition of the interest, or at the hearing called for in Section 6.11.3 (a), above, gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

6.11.6 Definitions

6.11.6.1 License

The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

6.11.6.2 Person

The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

6.11.6.3 Entity

The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the Corporation, City or otherwise transacts business with the City.

6.11.6.4 Member

The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

6.11.7 In the event that the Corporation or City requires a standard revision to this Section 6.11, known as the "Investigations Clause," then the Consultant may, at its option, elect to substitute such standard revision nunc pro tunc into this Agreement or, in the event that the Corporation or City agree in any instance to any material change regarding the penalties described in Section 6.11.4 hereof, the Corporation or City shall advise Consultant of such revision, and the Consultant, at its option, may elect to substitute such revised penalties nunc pro tunc into the Agreement for those contained in Section 6.11.4.
6.11.8 In addition to and notwithstanding any other provision of this Agreement, the President of the Corporation may in his or her sole discretion terminate this Agreement upon not less than three days written notice in the event Consultant fails to report promptly in writing to the President of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by the Consultant, or affecting the performance of this Agreement.

6.12 ASSIGNMENT

6.12.1 The Consultant shall not assign or otherwise dispose of this Agreement, or of its rights, interests or duties herein without the prior written consent of the Corporation. Failure of the Consultant to obtain any required consent to any assignment shall be grounds for termination for cause, at the option of the Corporation whereupon the Corporation shall be relieved from any further liability to the Consultant, its assignees or transferees, and all monies that may thereafter become due under this Agreement shall be forfeited. The provisions of this clause shall not hinder an assignment by the Consultant for the benefit of its creditors made pursuant to the laws of the State. Notwithstanding the foregoing, the Consultant may assign this Agreement to an affiliated company under common ownership and control with the Consultant provided that: (a) the Consultant gives the Corporation prior notice of the assignment with a description of the relationship of the assignee to the Consultant; (b) the assignee delivers a written consent to be bound be all of the terms of this Agreement; and (c) the Consultant shall nonetheless remain liable for the assignee’s performance hereunder.

6.13 SUBCONTRACTING

6.13.1 The Consultant shall not enter into any subcontracts for the performance of its obligations under this Agreement without prior written approval of the Corporation. A copy of each such proposed subcontract shall be submitted to the Corporation with the Consultant's written request for approval.

6.13.2 All such subcontracts shall contain provisions specifying:

a. That the work performed by the sub-consultant must be in accordance with the terms of this Agreement;

b. That nothing contained in such agreement shall impair the rights of the Corporation; and

c. That nothing contained herein, or under the agreement between the Consultant and its sub-consultants, shall create any contractual relationship between the sub-consultant and the Corporation.

6.13.3 The Consultant shall be fully responsible to the Corporation for the performance of the sub-consultants and of persons either directly or indirectly employed by them.

6.14 PUBLICITY AND PUBLICATION
6.14.1 The prior written approval of the Corporation is required before the Consultant or any of its employees, agents, or independent Consultants may, at any time, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement.

6.14.2 If the Consultant or any of its employees publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the Corporation shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use the publication.

6.15 INVENTIONS, PATENTS AND COPYRIGHTS

6.15.1 Any discovery or invention arising out of or developed in the course or performance of this Agreement shall be promptly and fully reported to the Corporation, and if this work is supported by a Federal grant of funds, it shall promptly and fully be reported to the Federal Government for determination as to whether patent protection of such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered to protect the public interest.

6.15.2 The Corporation shall be the owner of any report, document or other data produced in whole or in part in connection with the performance of this Agreement.

6.15.3 In no event shall Section 6.15.1 above be deemed to apply to any discovery or invention of the Consultant which existed prior to or was developed or discovered independently from its activities related to this Agreement.

6.15.5 If this Agreement involves information services or the lease, license or other use of the Corporation or City computer system or electronic data processing system then the following shall apply:

a. All software, computer data, and any accompanying literature developed in connection with this Agreement shall be the sole property of the Corporation;

b. All such material constitutes confidential information that the Consultant shall not disclose to any third party nor shall it disclose any information obtained from the Corporation or the City concerning the Corporation’s or the City’s operations, existing or future computer programs or other record keeping procedures, except as such disclosure may be required by law;

c. The Consultant will use its best efforts to prevent unauthorized dissemination or disclosure of such information related to the development of said software; and

d. None of the Consultant or any of its employees shall transfer, publish, use or disclose the contents of or any aspect of said software to third parties unless specifically authorized in writing, in advance, by the Corporation. This Section shall not apply if the Consultant develops similar software independently of this Agreement or such software was rightfully obtained by the Consultant from a third party whom the Corporation or the City has licensed or authorized to use such software. The Consultant shall return to the Corporation, at the termination or expiration of this Agreement all copies of such software, any improvements thereof and all information, data or material related thereto, including, without limitation,
each and every copy or so much of every program, program deck, tape, disk, card, card deck, printout, listing, specifications, layout manual and other material with respect to such software or any part thereof then in the possession or in the control of, or obtained by others through or from the Consultant and its permitted transferee.

6.16 INFRINGEMENTS

The Consultant shall defend, indemnify and hold harmless the Corporation from and against any damage, loss or expense sustained by the Corporation or that the Corporation may be subject to or which it may suffer or incur arising out of or in connection with any infringement or alleged infringement by the Consultant and/or its sub-consultants of any copyright, trademark or patent rights or any other intellectual property rights of any third party in any designs, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Consultant in the performance of this Agreement. The Consultant shall defend, indemnify, and hold the Corporation harmless regardless of whether or not the alleged infringement arises out of compliance with this Agreement’s scope of services/scope of work. Insofar as the facts or law relating to any claim would preclude the Corporation from being completely indemnified by the Consultant, the Corporation shall be partially indemnified by the Consultant to the fullest extent permitted by law. The indemnification provisions set forth in this Section 6.16 shall not be limited in any way by the Consultant’s obligations to obtain and maintain insurance as provided in this Agreement.

6.17 HIPAA COMPLIANCE

The parties shall take such actions as necessary to comply with the privacy standards and other requirements relating to protected health information as defined in the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (“HIPAA”) and amendments thereto, and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services. If at any time the Corporation determines that a HIPAA-compliant business associate agreement is required to be executed by both parties to maintain such compliance, the Consultant shall comply with such requirement.

6.18 MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with section 165(5) of the State Finance Law, the Consultant hereby stipulates that the Consultant and any individual or legal entity in which the Consultant holds a ten percent or greater ownership interest in the Consultant either (A) have no business operations in Northern Ireland, or (B) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the state Finance Law), and shall permit independent monitoring of compliance with such principles.

6.19 CONFIDENTIALITY

The Consultant shall hold any reports, information, or data furnished or prepared, assembled or used by the Consultant under this Agreement confidential and the same shall not be made available to any individual or organization, or published without the prior written approval of the Corporation or as authorized or required by law. The Corporation shall hold any reports, information or data pertaining to the Consultant, its employees or customers that are disclosed to the Corporation or which are learned by the Corporation as a result of this Agreement confidential and the same shall not be made available to any individual or organization, or published without the prior written approval of the Consultant or as authorized or required by law. The provisions of this Section shall survive the termination or expiration of this Agreement.

6.20 MINORITY AND WOMEN-OWNED BUSINESS ENTITY PROGRAM (M/WBE)
6.20.1 The Corporation is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("M/WBE Regulations") for all contracts with a value in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

6.20.2 The Consultant agrees, at no additional cost to the Corporation, to the extent it subcontracts any services performed under this Agreement that it will fully comply and cooperate with the Corporation in the implementation of the minority and women-owned business enterprises ("M/WBEs") Regulations as they are described in New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 and this Article. These requirements include equal employment opportunities for minority group members and women and contracting opportunities for certified M/WBEs. Consultant’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these undertakings by the Consultant. The obligations undertaken by the Consultant in pursuant to this Article shall be deemed supplementary to, and not in lieu of, other applicable nondiscrimination provisions, if any, required by New York State Executive Law Article 15 or other applicable federal, state or local laws, provided, however, that in meeting such obligations, the Consultant shall not be obligated to violate any other applicable nondiscrimination provision.

6.20.3 The Consultant shall achieve these goals:

- MBE Goal 20%
- WBE Goal 10%

If the Consultant, after making good faith efforts, is unable to comply with MWBE goals, the Consultant may submit a request for waiver documenting good faith efforts by the Consultant to meet such goals. Requests for waiver must satisfy the requirements of New York State Executive Law, Article 15-A, and 5 NYCRR, Section 143.7. If the documentation included with the waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt. Should the requested waiver be denied, the Consultant may request an administrative hearing within seven (7) calendar days of the Consultant's receipt of such waiver denial.

6.20.4 The Consultant’s willful and intentional failure to comply with its obligations in this Article may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to administrative action by the Corporation, including without limitation the withholding of funds pending receipt of the required M/WBE documentation, suspension or termination of this Agreement or such other actions as allowed by this Agreement and applicable law.

ARTICLE 7
TERMINATION

7.1 CONDITIONS OF TERMINATION
7.1.1 The Corporation shall have the right to terminate this Agreement, in whole or in part:

a. Upon thirty days' notice to the Consultant if the Consultant has breached this Agreement if such breach is not cured within such period.

b. Upon notice to the Consultant, if the Consultant becomes insolvent, or in the event of the commencement under the Federal or State Bankruptcy Act of any proceeding by or against the Consultant, either voluntarily or involuntarily, or if a receiver has been appointed for the Consultant's assets.

c. Without cause, upon thirty days' notice to the Consultant, if the Corporation deems that termination would be in the best interest of the Corporation.

7.1.2 If the Consultant disputes the termination by the Corporation, the Consultant may, by notice to the Corporation within ten business days of receipt of the termination notice, seek review of the decision before a review board. At any such hearing, the Consultant may be represented by counsel and present or refute evidence and testimony relevant to the issue of the Consultant's termination. The Corporation's decision shall be final and binding with respect to the termination of the Consultant if the Consultant does not request a review as herein provided.

7.1.3 The Consultant shall forebear from the commencement of any action or proceeding regarding the Corporation's termination, unless the Consultant has requested a hearing before a review board pursuant to Section 7.1.2 above, and such board has issued a final decision.

7.2 NOTICE OF TERMINATION/CAUSES BEYOND CONSULTANT'S CONTROL

The Consultant may terminate this Agreement on notice to the Corporation by reason of any failure in the performance of this Agreement (including any failure by the Consultant to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Consultant and such conditions have persisted for not less than 180 days. Such causes may include, but are not restricted to: Acts of God or of the public enemy; acts of the government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond the reasonable control of the Consultant. Upon such termination, the Consultant shall comply with the Corporation's close-out procedures, including but not limited to:

a. Giving the Corporation or its designees access to all books and records relating to this Agreement during normal business hours upon reasonable notice or giving the Corporation copies of such materials at the Corporation's option and cost; and

b. Submitting, within 90 days, a final statement and report relating to this Agreement, with such information as the Corporation may reasonably request.

7.3 APPROPRIATION OF SIMILAR SERVICES

If the Corporation should terminate this Agreement the Corporation may procure, on such terms and in such manner as it deems appropriate, services similar to those so terminated, and the Consultant shall continue the performance of this Agreement to the extent not so terminated.
7.4 REDUCTIONS IN FEDERAL, STATE AND/OR CITY FUNDING

7.4.1 This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments, or with the Corporation’s own funds, the expenditure of which were approved by the Corporation in accordance with its operating procedures. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the Corporation shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

7.4.2 In the case of the reduction option referred to in Section 7.4.1 above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Consultant, which shall be not less than thirty (30) days from the date of such notice. Prior to sending such notice of reduction, the Corporation shall advise the Consultant that such option is being exercised and afford the Consultant an opportunity to make within seven (7) days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Corporation shall not be bound to use any of the Consultant’s suggestions and that the Corporation shall have sole discretion as to how to effectuate the reductions.

7.4.3 If the Corporation reduces funding pursuant to this Section, the Corporation shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Consultant on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the Corporation in accordance with the terms of this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 GOVERNING LAW; SEVERABILITY; WAIVER; VENUE

8.1.1 This Agreement shall be governed in all respects by the laws of the State of New York as applied to contracts entered into and wholly to be performed within the State of New York.

8.1.2 The invalidity or unenforceability of any term or condition hereof shall in no way affect the validity or enforceability of any other terms or provisions.

8.1.3 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

8.1.4 Any litigation arising from this Agreement will be brought only before the appropriate New York State or Federal courts sitting in the County and State of New York.

8.2 CLAIMS AND ACTIONS THEREON

8.2.1 No action shall lie or be maintained against the Corporation or the City by the Consultant upon any claims based upon this Agreement unless such action shall be commenced within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever is earliest.
8.2.2 If any claim is brought relating to this Agreement, the Consultant shall diligently render to the Corporation and/or the City any assistance that they may reasonably require.

8.2.3 The Consultant shall report to the Corporation in writing within three business days of the initiation by or against the Consultant of any legal action or proceeding in connection with or relating to this Agreement.

8.3 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim for personal liability shall be made by the Consultant against any individual officer, agent or employee of the Corporation or the City related to anything done or omitted in connection with this Agreement and no claim shall be made by the Corporation against any individual, officer, agent or employee of the Consultant except in the case of fraud.

8.4 NOTICES

All notices or communications required or permitted to be given hereunder shall be in writing and if to the Corporation shall be sent to 125 Worth Street, Room 527, New York, NY 10013, Attn: General Counsel and if to the Consultant, at the address specified in this Agreement. Notices may be sent by hand delivery, the U.S. Postal Service certified mail return receipt requested or by nationally recognized courier next business day delivery. Notices shall be deemed given upon delivery if delivery is by hand, within three business days if sent by certified mail and on the next business day if sent by recognized courier with next business day delivery specified.

8.5 ALL LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of law required to be inserted in this Agreement shall be and is deemed to be inserted herein and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice from such omission to the rights of either party hereunder.

8.6 POLITICAL ACTIVITY

8.6.1 There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

8.6.2 No funds provided under this Agreement shall be used to pay the salary or expense of any person to engage in any activity designed to influence legislation or appropriations pending before the Congress of the United States.

8.7 MODIFICATION
This Agreement may be modified by the parties only in writing. It may not be altered or modified orally.

8.8 SECTION HEADINGS

Section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Agreement and in no way affect this Agreement.

8.9 MERGER

This Agreement contains the entire understand of the parties with regard to the subject matter hereof and all prior or contemporaneous understandings or agreements are deemed to have been merged into this Agreement.

8.10 LIMITATION OF LIABILITY

The Corporation's liability to the Consultant for any losses or damages, direct or indirect, arising out of any of the provisions of this Agreement, shall not exceed the amount due the Consultant for services performed under this Agreement that remain unpaid at the time of such loss or damage. Neither party shall be liable to the other for incidental or consequential damages.

8.11 SECTION 400.4: NEW YORK STATE HOSPITAL CODE

If this Agreement is to be performed within a facility where health services are rendered, then, notwithstanding any other provision in this Agreement, the Corporation remains responsible for: (a) ensuring that any services provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; (b) planning, coordinating and ensuring the quality of all services provided; and (c) ensuring adherence to the plan of care established for patients.

8.12 ACCESS TO RECORDS BY THE FEDERAL GOVERNMENT

8.12.1 Until the expiration of four years after the furnishing of the Services pursuant to this Agreement, the Consultant will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of the Consultant that are necessary to certify the nature and extent of costs incurred by the Corporation for such services. The Consultant shall ensure that any sub-consultant it uses in the performance of this Agreement similarly makes its books, records and other data available and will issue such a certification.
8.13 SURVIVAL

All representations, warranties, and indemnifications contained herein and all confidentiality provisions shall survive the termination of this Agreement.

ARTICLE 9

EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

9.1 EXECUTIVE ORDER 50

9.1.1 The Consultant shall comply with Chapter 56 of the New York City Charter (formerly Mayor's Executive Order 50, dated April 25, 1980, as amended) ("E.E.O. 50") and the rules and regulations promulgated thereunder. This Agreement will not be effective unless the reporting requirements set forth below have been complied with in their entirety. The Consultant:

a. Will not engage in any unlawful discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, citizenship status, sexual orientation or affectional preference in all employment decisions including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination and all terms and conditions of employment except as provided by law;

b. When it subcontracts, it will not engage in any unlawful discrimination in the selection of sub-consultants on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status, citizenship status, sexual orientation, or affectional preference;

c. Will state in all solicitations or advertisements for employees placed by or on behalf of the contract that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status, citizenship status, sexual orientation, or affectional preference or that it is an equal employment opportunity employer;

d. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50; and

e. Will furnish all information and reports, including an Employment Report, before the award of the contract which are required by E.O. 50 and the rules, regulations, and orders of the Director of the Corporation's Office of Equal Employment Opportunity (the "Director of the EEO Office"), and will permit access to its books, records and accounts by the EEO Office for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9.1.2 The Consultant understands that its non-compliance with the foregoing shall constitute a material breach of this Agreement, as well as non-compliance with E.O. 50. After a hearing held pursuant to the rules of EEO Office, the Director may impose any or all of the following sanctions:
a. Disapproval of the Consultant;

b. Suspension or termination of the contract;

c. Declaring the Consultant in default; or

d. An employment program.

9.1.3 The Director of the EEO Office may recommend to the Corporation that a Board of Responsibility be convened for purposes of declaring a Consultant who has repeatedly failed to comply with E.O. 50 or the rules of the EEO Office to be non-responsible.

9.1.4 The Consultant shall include the provisions of the foregoing paragraphs in every subcontract or purchase order, in excess of $50,000, using funds provided hereunder, to which it becomes a party unless exempted by E.O. 50 so that such provisions will be binding upon each sub-consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Director of the EEO Office as a means of enforcing such provisions, including sanctions for non-compliance.

9.1.5 The Consultant shall refrain from entering into any contract or contract modifications subject to E.O. 50 and the rules and regulations promulgated thereunder with a sub-consultant who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

9.2 ADHERENCE TO THE CORPORATION'S EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICIES

The Consultant shall adhere to all terms, conditions and provisions of the Corporation's Equal Employment and Affirmative Action Policies as set forth by the Corporation's Board of Directors.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURES FOLLOW]
IN WITNESS WHEREOF, the parties have signed below as of the date first above written.

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

By: __________________________

H+H President (or representative)

STATE OF NEW YORK          )
COUNTY OF NEW YORK        ) ss.:

On this ___ day of ____________, 2017, before me personally came _________________________, to me known and known to me to be the President of the New York City Health and Hospitals Corporation, the person described in the attached agreement and who, as such President, executed the attached agreement on behalf of the New York City Health and Hospitals Corporation for the purposes therein mentioned.

______________________________

Notary

(____CONSULTANTS NAME____)

By: __________________________
On this _____ day of ___________________2017, before me personally came _________________________, to me known, who being duly sworn, did depose and say that he/she is the ______________________________, of the __________________________________ described in the attached agreement and who as such ___________________________________ executed the attached agreement and duly acknowledged to me that he/she was duly authorized to and did execute same on behalf of the __________________________________________ for the purpose therein mentioned.

____________________________
Notary
Senior Vice President and General Counsel

New York City Health and Hospitals Corporation

APPROVED AS TO PROGRAM:

Assistant Vice President-

New York City Health and Hospitals Corporation
APPENDIX B

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the New York City Health and Hospitals Corporation that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

______________________________________________
[Name of broker (typewritten)]

______________________________________________
[Address of broker (typewritten)]

______________________________________________
[Signature of authorized officer of broker]
SCOPE OF WORK - TECHNICAL REQUIREMENTS

PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES for HAZARDOUS MATERIALS SURVEYS, TESTING AND MONITORING

1. Consultant Services: The range and type of Environmental Services for Hazardous Materials professional services the consultant may be required to provide are described in detail in below. As the need arises throughout the term of the contract, the project manager (PM) will issue Work Order(s). The Work Order process has been described in Section 2.3 of the contract. The Consultant will be required to provide services at facilities located throughout the five boroughs.

2. Consultant's Personnel
   2.1 The consultant's personnel who provide the required services the minimum qualification requirements per title and hereby represents and confirms that the Consultant and its sub-consultants, and their agents, officers, employees, representatives, etc. possess the education, knowledge, registrations, licenses, certifications and character necessary to qualify them individually to perform the particular duties and services required pursuant to this Contract. All personnel assigned to perform services and duties under this contract shall, at minimum, meet all of the requirements of the DOB and all other governing departments, agencies, entities, etc., with jurisdiction over the particular services being performed.

   2.2 General (see Appendix C – Minimum Requirements per Title)
      2.2.1 Professional Engineers (PE) must be registered in the State of New York
      2.2.2 Registered Architects (RA) must be registered in the State of New York

3. Scope of Work
   3.1 General: The Consultant shall provide, to the satisfaction of the Project Manager, all surveys, inspections and contract documents, required by the NYC Building Code for various Projects, as specified by the Project Manager on a Work Order basis. Inspection and testing services shall include special inspections, progress inspections, laboratory testing services, as well as all necessary and usual components in connection with such services, including, without limitation, observation, measurement, sampling, testing, and preparation of reports that provide analysis, interpretations, and recommendations.

      3.1.1 Compliance: The Consultant’s services shall be provided in accordance with the following: (1) all terms and conditions set forth in this Contract, (2) all Local, State and Federal Laws, Rules and Regulations applicable to the work, (3) standard references, (4) project requirements, and (5) relevant local and national technical standards The Consultant shall be responsible for all costs in connection with such compliance, unless otherwise expressly provided herein.

      3.1.2 Conflicts of Interest: The Consultant shall fully and fairly represent the interest of NYCHHC in the performance of services under this Contract without conflict of interest or breach of confidentiality. Prior to the commencement of services hereunder, the Consultant shall notify NYCHHC in writing whether or not it has performed, or is currently performing work for any contractor, subcontractor, or material supplier which has performed or is performing work on any NYCHHC project. The Consultant shall include these provisions in all subcontracts for services performed by subcontractors or sub-consultants.

      3.1.3 Standard References: Whenever reference is made to the conducting surveys, or establishing protocols for remediation, the consultant shall assure methods that conform to the standards of any technical society, organization or body, it shall be
construed to mean the latest standard, code, specification adopted and published as of the date on which the Consultant submitted its Fee Proposal, even though reference has been made to an earlier standard.

3.1.4 Certificates of Approval: The Consultant shall be responsible for and shall obtain all final approvals for all surveys, inspections, testing and/or remediation performed under this Contract in the form of such certificates that are required by all governmental agencies having jurisdiction over the work of the Contract. All such certificates shall be forwarded to the PM before final acceptance of the work of the Contract.

3.1.5 Documents Provided by NYCHHC: Any documents provided by NYCHHC, including, without limitation, contract drawings, specifications, shop drawings, shall remain the property of NYCHHC.

3.1.6 Standard Forms: Within thirty (30) days of commencement of this Contract, all forms proposed to be used by the Consultant to meet all requirements of this Contract, shall be submitted to NYCHHC for approval.

3.1.7 Printing: For all required documents, deliverables and/or reports, the Consultant shall, as a non-reimbursable service, provide a minimum of five (5) copies, except as otherwise directed by NYCHHC.

4. Environmental Services

4.1 General: The Consultant shall provide comprehensive environmental services and laboratory testing services for various capital projects, as specified by the Corporation on a Work Order basis.

4.1.1 The Consultant shall determine whether any environmental contaminants are present and shall identify what actions are necessary to remediate, abate, enclose, encapsulate, remove or otherwise control such contaminants in accordance with the following: (1) the requirements of Federal, State and Local regulations, and (2) DDC standards and procedures.

4.1.2 Environmental contaminants shall include, without limitation, the following: asbestos containing materials, lead-based paint, lead dust, mold or other biological substances.

4.2 Abbreviations: The following abbreviations are used throughout the Specific Requirements.

- American Industrial Hygiene Association (AIHA)
- American Society of Testing Materials (ASTM)
- Certified Industrial Hygienist (CIH)
- Certified Safety Professional (CSP)
4.3 Services for the Inspection and Assessment of Structures

4.3.1 General: The Consultant shall provide all environmental services necessary to study, identify, locate and quantify environmental contaminants that may be disturbed or released during construction activities involving buildings, temporary structures or other project locations.

4.3.2 Sampling Plan: The Consultant shall submit a Sampling Plan indicating all sampling services, as well as all laboratory testing services, necessary to confirm the presence of environmental contaminants. The Sampling Plan is subject to approval by the Corporation. Following such approval, the Consultant shall proceed with the specified services in accordance with applicable regulatory provisions and requirements.

4.4 Services for the Inspection and Assessment of Subsurface Conditions

4.4.1 General: The Consultant shall provide all environmental services necessary to study, identify and characterize environmental contaminants that may be disturbed or released during subsurface construction activities.

4.4.2 Sampling Plan: The Consultant shall submit a work Plan and protocol for subsurface characterization specific to each project site at the same time as the submission of the proposed Staffing Plan. A site/corridor investigation work plan may include, but is not limited to: a boring location plan, sampling protocol and procedures, quality assurance/quality control (QA/QC) plan, drilling methodology (i.e., auger boring and sampling, drive sample boring, well installation, etc.). All applicable regulatory guidelines and industry standards shall be utilized in developing the protocol and evaluating the project site.

4.4.3 Field Screening For Contaminants: The Consultant shall develop boring logs and field screen soil/groundwater for contaminants (i.e., photo-ionization detector (PID) colorimetric detector tubes or similar devices). Boring logs shall be developed using Unified Soil Classification System (USCS) or equal, which describes soil size, texture, color, moisture and other characteristics which may determine the extent or transport rate of contamination. Logs shall provide detailed geological conditions, including PID readings, blow counts and groundwater level, if determined. Logs shall be typed and included as an appendix to the required report.

4.4.4 Record Keeping: The Consultant shall maintain and submit to the Corporation records of all field activities, including but not limited to, the items set forth below.

(a) Date and time of sampling
(b) Boring location
   diagram
(c) Sample depth(s)
4.5 **Sampling Services / Laboratory Testing Services**

4.5.1 **General:** The Consultant shall provide all sampling services, as well as all laboratory testing services, necessary to confirm the presence of environmental contaminants. Testing Services shall include the tests set forth in Exhibit E and any other tests and/or probes specified in the Work Order. Payment for tests listed in Exhibit E shall be on a unit price basis. Other tests and/or probes shall be paid for as a Reimbursable Service. Payment for environmental services, including the collection of samples, in connection with testing shall be in accordance with the All Inclusive Hourly Rates set forth in Exhibit C. Prior to performing sampling and/or testing services, the Consultant shall submit a Sampling Plan for approval by the Corporation.

4.5.2 **Conformance:** The Consultant shall ensure that all sampling services, as well as all laboratory testing services, conform to the criteria set forth below.

(a) The Consultant must ensure that all services are provided in accordance with all laws, rules, regulations, and requirements applicable to the work. The Consultant must utilize the most current procedure and/or practice mandated by law, or accepted as the professional standard in the environmental industry.

(b) The Consultant must ensure that all services are performed by licensed or certified technicians / inspectors / investigators, as required by regulatory agencies having jurisdiction for the applicable test procedure.

(c) The Consultant must follow safe work practices and protocols applicable to the work.

4.5.3 **Laboratory:** The Consultant shall provide testing services through the laboratory set forth in Exhibit A, or such other laboratory as approved by the Corporation. Any laboratory providing services hereunder must maintain all current laboratory certificates from ELAP, NLLAP, NVLAP, any applicable Federal, State, or Local certifications and certifications established by AIHA or NIOSH, such as the Proficiency Analytical Testing (PAT) programs.

4.5.4 **Destructive Testing:** Many tests and sampling methods require limited destruction to the site. The Consultant shall be responsible for the following: (a) ensuring that all testing and sampling is performed in such a way so as to minimize damage to the site, and (b) restoring any damaged areas to a state that is structurally sound and aesthetically pleasing.

4.5.5 **Limiting Costs:** As directed by the Corporation, the Consultant shall discontinue testing services at the first “positive” result. The intent is to minimize the costs incurred by the Corporation for unnecessary or redundant testing while improving the “turn-around” time for analysis. The Consultant is advised that no payment will be made for unnecessary testing.

4.5.6 **Soil/Groundwater Samples For Laboratory Analysis:** All sampling procedures for subsurface contaminants shall be conducted in accordance with applicable industry standards and guidelines set forth by the USEPA, NYSDEC, NYSDOH, ASTM and any other entity having jurisdiction. In general, upon retrieval of a soil sample it shall be placed into a clean laboratory-grade sample jar and preserved on ice. The samples shall be collected using disposable gloves, or a clean stainless steel spatula or spoon. The samples shall be labeled, placed in a proper container, and accompanied by a chain of custody form for shipment to the laboratory. The container, at a minimum, shall contain the site name, date and time of sample collection, analytical parameters, a unique sample number and
sampler’s initials.

4.5.7 **Test Reports:** In conjunction with laboratory testing services, the Consultant shall provide a report summarizing the results of each test performed. The Test Report shall be sent to the City by facsimile within 24 hours of the test date. The Test Report shall, at a minimum, include the items set forth below.

(a) Test type, identity of material subject to test, name of person operating test equipment, description of test equipment, including manufacturer, model number & serial number
(b) A copy of the test data, along with the interpretations of these data
(c) A brief statement describing the means and methods of the performance of the test
(d) Procedures for and frequency of calibration of the equipment used in the test
(e) Photographic documentation substantiating the inspector’s interpretations of the test results, where appropriate
(f) Signature sheet certifying test results signed by operator of test equipment, Consultant’s representative and other witnesses.

4.6 **Design Services**

4.6.1 **General:** The Consultant shall provide all design services necessary for the abatement and/or remediation of environmental contaminants in locations specified by the Commissioner on a Work Order basis. Design services shall include the preparation of design documents (drawings and specifications) and cost estimates for the required work. All work shall be properly coordinated so as to prevent, as much as possible, changes, adjustments, or extra work orders during construction.

(a) The FINAL design documents, including all charts, drawings, tables, and photographs, shall be approved, ordered modified, or rejected by the Commissioner. Upon approval of the FINAL design documents, the Consultant shall submit original drawings and specifications ready to be reproduced as printed bid documents.
(b) An Acceptance Letter shall be issued to the Consultant upon approval of the FINAL design document(s).
(c) The Consultant shall review shop drawings submitted by contractors when ordered, prepare all supplementary drawings that may be necessary for the enlargement and clarification of the drawings and shall examine and approve all materials samples.

4.6.2 **Architect or Engineer of Record:** All drawings shall bear all required stamps of approval, including the seal and authorized facsimile of the signature of the Architect or Engineer of Record, and shall be accompanied by all necessary applications, certificates, or permits of all local, state and federal agencies having jurisdiction over the Work.

4.6.3 **Sources:** The Consultant shall prepare design documents using information from various sources, including the Consultant’s survey report; survey reports and other information furnished by another consultant(s), and/or information applicable to the Project supplied by the Corporation, or available from other City Agencies.

(a) Survey reports furnished by others will contain information relating to the type of environmental contaminants, the extent of contamination and recommended methods for remediation and/or abatement. Prior to commencing design services for remediation and/or abatement, the Consultant must confirm findings in reports prepared by others. The Consultant shall confirm such findings by field surveys, lab data pack analysis, or other means including replicate sampling.
4.6.4 Drawings: Design drawings and sketches shall be developed on a computer drawing system, except for manual drawings and sketches, which are normally prepared during the conceptual or schematic phase of a project.

(a) The Consultant must furnish.dwg files on CD’s and/or portable hard drive in addition to the printed drawings required, when submitting documents for review and for the final record. All electronic files shall be readable and compatible with the Agency current version of same.

(b) The Consultant may be directed to update all drawings after receiving the contractor’s record of “As Built” drawings from the Corporation.

4.7 Construction Related Services

4.7.1 General: The Consultant shall provide construction related services, including project monitoring and/or construction oversight at various locations. Such services may include the following:

(a) Develop schedules, work methods, and standard operating procedures.

(b) Provide project supervision / management and act as the on-site representative and/or the Resident Engineer for the Corporation.

(c) Perform inspection, engineering or scientific services to ensure overall quality of work.

(d) Monitor and direct the progress of a contractor or other consultant(s).

(e) Provide interpretation and/or clarification of design documents, regulations, standards, etc.

(f) Review and evaluate change orders, claims, cost estimates and requests for extra work by Contractors.

(g) Review and evaluate shop drawings, schedules, field records, submittals, filings, materials, programs, procedures, variances, etc.

(h) Conduct environmental testing and analysis as required by applicable rules and regulations or as directed by the Corporation.

4.8 Consulting Services

4.8.1 General: The Consultant shall provide consulting services as directed by the Corporation. Such consulting services may include the items set forth below.

4.8.2 Environmental Site Assessments: The Consultant shall provide services for the environmental assessment of various sites, including without limitation the following:

(a) Phase I Environmental Site Assessments consistent with the most recent version of ASTM Standard.

(b) Structured environmental analysis in accordance with the most recent City Environmental Quality Review (C.E.Q.R.) Technical Manual.

(c) Environmental Assessment Statements (EAS), Scoping Reports and/or Environmental Impact Statements (EIS), either in full or in conjunction with other City resources.

(d) Infrastructure Corridor Environmental Assessments in accordance with guidance and protocols supplied by the Commissioner.

4.8.3 Review of Documents Prepared by Others: The Consultant shall review documents prepared by or provided by the Corporation and/or other consultants. Such documents may include surveys, environmental assessments, and design documents. The Consultant shall submit a report evaluating such documents, including noted deficiencies, suggested changes or other findings.
4.8.4 **Evaluation of Construction Hazards:** The Consultant shall provide inspection, and assessment services to ascertain the presence of hazards created by the means and methods of construction. The Consultant shall also assess the level of compliance with applicable construction safety standards, including, but without limit to, OSHA and New York City Department of Buildings Subchapter 19[C26-1900 to C26-1903] and Reference Standard 19.

4.9 **Deliverables**

4.9.1 **General:** The Consultant shall prepare all deliverables in a format and quantity that complies with requirements set forth by the Corporation.

4.9.2 **Timing:** The Consultant shall complete all services and supply all deliverables within the time limits set forth in the Work Order.

4.9.3 **Reports:** Based on the required services, the Consultant may be directed to prepare written reports, minutes of meetings, weekly project status updates, summaries, analytical results, interim reports, etc. The specifics of these reports shall be described in the Work Order.

(a) In general, all services shall require the delivery of “DRAFT” and “FINAL” reports, drawings or other documents. Documents shall be prepared using software acceptable to the Corporation.

(b) Unless otherwise directed by the Corporation, DRAFT reports shall be delivered within twenty-five (25) consecutive calendar days after issuance of the Work Order and shall be approved, rejected completely, or ordered to be modified by the Corporation. Once approved, the Consultant shall prepare a “FINAL” report.

(c) The FINAL report shall be delivered within forty (40) consecutive calendar days (ccd’s) after the issuance of the Work Order.

(d) The Consultant shall also supply electronic copies of all project correspondence and other written materials on a CD or portable hard drive, in electronic formats compatible with standards of the Corporation. (DOC, EXL, DWG, PDF, etc.).

4.9.4 **Environmental Survey Reports**

(a) Environmental Reports, at a minimum, shall include the following:

(1) Cover / Title Page indicating Project name, address and borough of the facility or location, project number, Work Order number, Contract Registration Number and date. The version of the report (DRAFT or FINAL) must be clearly shown on the cover.

(2) Executive Summary, not to exceed two typed pages, indicating scope of work, findings, conclusions, and cost estimate for the abatement or remediation.

(3) Main Report including the following: Background, Scope of Work, Source of Information (e.g., drawings, designs, etc.), Findings, Recommendations, Cost Estimate, Sampling Locations and Results (including lab certificates, chain of custody, and license numbers), and if applicable, Inventory of Environmental Contaminants.

(4) Appendices as needed for forms (e.g., DEP, NYSDOL, FDNY, USEPA, etc.), photographs, sketches and drawings showing sampling / test locations, etc., and any other documentation required by law or standard practice.

(5) Photographs detailing existing conditions that will be impacted by the proposed scope of work (e.g. above suspended ceilings, kitchens, roofs, etc.).
(6) Certification Sheet with original signatures of Investigator / Inspector, Laboratory Analyst or Director and Senior Project Manager and Project Manager, listing certificates and license numbers applicable to the report.

(b) Phase I Environmental Site Assessment Report

(1) Main report in accordance with the most recent ASTM standards including the following: Background, Scope of Work, Site Description and Adjoining Properties, Physical Setting, Summary of Prior Reports, Historical Research, Regulatory Agency Records Review, Site Reconnaissance and Interviews, Findings, Conclusions and Recommendations, and signature page. In addition to the most recent requirements of ASTM, the Phase I reports should address the following concerns: wetlands determination, NYCDOB “E” designation, FEMA flood maps, asbestos containing material, lead based paint, polychlorinated biphenyls, mold and water intrusion, radon and any additional information that the Corporation may request.

(2) Appendices including the following where applicable: Figure(s) depicting the site location on a topographic map, figure(s) depicting the site plan, photographs, historical aerials, historical topographic maps, city directories, environmental liens searches, copies of requests for information, regulatory agency records, regulatory agency database, prior reports, qualifications of environmental professionals, and any other relevant documentation.

(c) Phase II Environmental Site Investigation

(1) Main report including the following: Background, Scope of Work, Summary of Prior Reports including the Phase I ESA, Site Description, Physical Setting, Description of Field Activities, Findings, Conclusions and Recommendations, and signature page.

(2) Appendices including the following where applicable: Figure(s) depicting the site location on a topographic map, figure(s) depicting the site plan and sample locations, tables with sample results, photographs, soil boring logs, groundwater sampling logs, laboratory analytical data report, bills of lading for any derived waste, qualifications of environmental professionals, and any other relevant documentation.

(d) The Consultant shall prepare the report so that each page includes the project name and Work Order Letter number, Consultant’s name and the date of the submission. Each page in the report must be consecutively numbered. These items shall be formatted as part of the page header or page footer and shall be plainly visible regardless of the report binding.

(e) Unless otherwise directed by the Corporation, DRAFT reports shall be approved, rejected, or ordered to be modified by the Corporation within seven (7) consecutive calendar days (ccd’s) after receipt. The Consultant shall be provided with a written list of all necessary modifications. The Consultant shall make all changes and deliver the FINAL Report within three (3) ccd’s.

(f) The FINAL report shall be bound in such a manner as to maintain a cohesive document. The method of binding is at the discretion of the Consultant. The binding shall not interfere with the reader’s ability to view the entire report including appendices. The Consultant must also submit an unbound original for internal reproduction.

4.9.5 Records of Field Activities:
The Consultant shall maintain and submit to the Corporation records for all field activities.
4.9.6  Regulatory Filings:
The Consultant shall maintain and submit to the Corporation records of all field activities.

(a) DEP, ACP forms 5, 7, 8 and/or 9
(b) NYSDOL Notifications
(c) USEP National Emissions Standard for Hazardous Air Pollutants Notifications
(d) ANY/ALL other agencies having juridication whose approval is required for the project to proceed through close out.

4.9.7  Project Monitoring Close-Out Reports:
All abatement and remediation projects for which the Consultant supplies direction, oversight or Resident Engineer services, regardless of the scope or size shall require a close out report at the completion of the project. This report shall chronicle, in sufficient detail all activities that occurred during the project, tabulate all test results and provide adequate documentation.

4.10 Disposal of Contaminated Soil and Water:
In the event that contamination is detected in soil cutting and/or in groundwater, the Consultant shall be responsible for the immediate removal, testing, and disposal of contaminated soil and groundwater in approved dumpsites for contaminated material in accordance with all Federal, State and local requirements.

4.10.1 The Consultant shall sign any waste manifest and waste profile forms as “H+H Contractor” or as required by Federal, State and Local regulations.

4.10.2 After proper disposal, the Consultant shall submit to the Engineer a copy of the waste manifest documents, when submitting invoices for work performed.

4.10.3 The Consultant shall be directed to provide services for the removal, testing and disposal of contaminated soil and groundwater as Reimbursable Services, provided, however, payment for any tests set forth in Exhibit E shall be in accordance with the unit prices set forth therein.

4.11.4 Quality Assurance Protocol:
For all services provided hereunder the Consultant shall adhere to its Quality Assurance Protocol (QAP). The Consultant’s QAP is subject to review and approval by the Corporation. The Consultant shall submits its QAP at the Contract Kick-off Meeting. The QAP shall establish the Consultant’s Quality Assurance (QA) policy, management structure and procedures for document control and monitoring that will ensure the reliability and validity of environmental, health and safety data submitted by the Consultant.

(a) The Consultant’s QAP shall establish document control and routine monitoring procedures that address the following: Failure to implement QAP for any of the items below will result in a permanent deduction(s) from the amount due and owing under the Work Order.

(1) Field sampling procedures
(2) Documentation of field sampling activities
(3) Recording data
(4) Chain-of-custody process
(5) Sample labeling
(6) Sample handling
(7) Sampling quality control requirements (e.g., field equipment and trip blanks and field duplicates)
(8) Analytical methods requirements
(9) Instruments/equipment testing, inspection and maintenance requirements
(10) Instrument calibration and frequency (11) Data review, verification, and validation (12) Corrective action process

(b) Sub-consultants: The Consultant shall ensure that all sub-consultants, subcontractors, and laboratories performing services hereunder adhere to a QAP which is substantially similar to the Consultant's QAP.

(c) Project Work Documentation: The Consultant, its Sub-consultants, subcontractors, and laboratories must maintain and provide to the Corporation upon project completion, documents and records associated with the services provided. Such documents shall include, without limitation, the following:

(1) Field notebooks or field data sheets
(2) Field equipment calibration / maintenance logs
(3) Chain-of-custody records
(4) Field Standard Operating Procedures SOP's (5) Laboratory QA manuals
(6) Laboratory SOP's
(7) Laboratory procedures
(8) Laboratory data reports
(9) Instrument printouts
(10) Laboratory equipment maintenance logs
(11) Laboratory calibration records
(12) Results of inspections conducted by regulatory agencies
(13) Corrective action documentation

END OF DOCUMENT
# ATTACHMENT C - FEE SCHEDULE

## First Option Year

Professional Consultant Services for Hazardous Materials

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<th>ITEM #</th>
<th>SERVICES</th>
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<td>TEM-NOB 24 hr.</td>
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</tr>
<tr>
<td>16</td>
<td>TEM air 24 hr.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>17</td>
<td>lead paint wipe 24hr</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>18</td>
<td>lead chip 24hr.</td>
<td></td>
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<tr>
<td></td>
<td>Other - (List as required)</td>
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</tbody>
</table>

Note: multiplier can be no greater than 2.35 except as noted in provisions of Section 3.1 of the Contract (Attachment “C”). Principal’s hourly fee can be no greater than $125.00 per hour - see Section 3.1.

COMPANY NAME: ____________________________ DATE: _____________
## First Option Year
### Professional Consultant Services for Hazardous Materials

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>SERVICES</th>
<th>HOURLY RATE</th>
<th>MULTIPLIER</th>
<th>HOURLY FEE PER TITLE</th>
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<td>1</td>
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<tr>
<td>2</td>
<td>Project Manager</td>
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<tr>
<td>6</td>
<td>City Investigator</td>
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<tr>
<td>7</td>
<td>Asbestos Management Planner</td>
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<td>8</td>
<td>Project Designer</td>
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<td>9</td>
<td>Project Monitor</td>
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</tr>
<tr>
<td>10</td>
<td>Asbestos/Lead Inspector</td>
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<tr>
<td>11</td>
<td>Air Sampling Technician</td>
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<tr>
<td>13</td>
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<tr>
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<td>PCM 24 hr.</td>
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*Note: Principal’s hourly fee can be no greater than $125.00 per hour - see Section 3.1.*

**COMPANY NAME:** ____________________________________________  **DATE:** ________________
ATTACHMENT C - FEE SCHEDULE
First Option Year
Professional Consultant Services for Hazardous Materials

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<th>ITEM #</th>
<th>SERVICES</th>
<th>HOURLY RATE</th>
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<td>Air Sampling Technician</td>
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</table>

Lab tests - Cost Per Sample

<p>| | |</p>
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</table>

Other - (List as required)

Note: multiplier can be no greater than 2.35 except as noted in provisions of Section 3.1 of the Contract (Attachment “C”). Note: Principal’s hourly fee can be no greater than $125.00 per hour - see Section 3.1.
**EXHIBIT A**

**REQUIRED TITLES AND ALL INCLUSIVE HOURLY RATES**

**TITLES:** Staffing requirements are set forth below. Such staffing requirements specify the titles of personnel which the Consultant may be required to provide, through its own employees and/or through its Sub-consultants.

**ALL INCLUSIVE HOURLY RATES:** All Inclusive Hourly Rates are deemed to include all expenses incurred by the Consultant and/or its Sub-consultants in the performance of all required services for the Project. The expenses deemed included in such All Inclusive Hourly Rates are set forth in the Specific Requirements. The All Inclusive Hourly Rates set forth below shall apply to all hours during which an Assigned Employee performs services for the Project, including overtime hours. No increase in such rates shall be provided for services performed during overtime (premium) hours.

<table>
<thead>
<tr>
<th>TITLE</th>
<th>ALL INCLUSIVE HOURLY RATE</th>
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</thead>
<tbody>
<tr>
<td>Contract Executive</td>
<td>________________________</td>
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<tr>
<td>Project Manager</td>
<td>________________________</td>
</tr>
<tr>
<td>Certified Industrial Hygienist (CIH)</td>
<td>____________________</td>
</tr>
<tr>
<td>Certified Safety Professional (CSP)</td>
<td>____________________</td>
</tr>
<tr>
<td>Project Designer</td>
<td>________________________</td>
</tr>
<tr>
<td>Project Engineer / Architect / Scientist</td>
<td>____________________</td>
</tr>
<tr>
<td>CADD Operator</td>
<td>________________________</td>
</tr>
<tr>
<td>Inspector / Investigator</td>
<td>________________________</td>
</tr>
<tr>
<td>Project Monitor</td>
<td>________________________</td>
</tr>
<tr>
<td>Environmental Technician / Industrial Hygienist</td>
<td>____________________</td>
</tr>
</tbody>
</table>