

## SCHEDULE "A" -- SCOPE OF SERVICES

### **I. PART 1 - THE CONSULTANT'S RESPONSIBILITIES**

#### **PART 1 - THE CONSULTANT'S RESPONSIBILITIES**

##### **1.01 BASIC SERVICES**

Jack Eisenbach, \_\_\_\_\_ Engineer  
(printed name of proposer)

hereinafter referred to as the "Consultant", shall perform professional engineering services, providing administrative, managerial and related services to the Yonkers Public Schools (District) to get the District in compliance with the Laws of Westchester County and Chapter III, Part 201 of New York State Environmental Conservation Rules and Regulations Chapter 873, Article XIII, Section. 873.1306 Air quality; new and existing sources certificate to operate stationary combustion installations operating on a maximum rating 1 MMBTU/hr or greater that utilize #2 fuel oil and diesel.

The Consultant will follow and perform all aspects of the Westchester County Department of Health (WCDOH) Guidelines for filing applications for Air Contamination Sources for Stationary Combustion Installations, for 37 of the 40 Yonkers Public Schools, see attached Appendix A.

Stationary combustion equipment installations operating on a maximum rating 1 MMBTU/hr or greater that utilize #2 fuel oil and diesel may include boilers used for building heating, domestic hot water heaters (DHW), and generators for load shedding. Filing is not required for YPS DHW equipment as these are operated by independent natural gas hot water heaters and generators are used for emergency power only. For reference and information purposes this RFP includes the manufacturer and model for YPS boilers and burners; see Appendix B.

The WCDOH filing fee for each air contamination source shall be paid by the Consultant and reimbursed under Part 2.02 Reimbursables at direct cost with no mark-up.

The consultant shall provide all personnel, tools and resources necessary to complete all surveys and inspections, and coordination with the WCDOH which are required to complete the application forms and As-Built drawings. As-Built drawings may include but not be limited to site plans, floor plans and interior and exterior elevation plans.

The consultant shall identify and quantify all fees required for retaining special testing services from a Boiler/Burner/Generator testing services company for determining burner emissions and stack performance. Fees for special testing services shall be paid by the Consultant and reimbursed under Part 2.02 Reimbursables.

The consultant may also be required to assist the YPS in requesting variances from the WCDOH to continue operating school boilers and or negotiate penalties. These services are to be considered additional services and shall be compensated as per Part 2.03.

**SCHEDULE B - COST PROPOSAL**

**PART 2- FEE PROPOSAL**

**2.01 COMPENSATION FOR BASIC SERVICES**

For Basic Services as described in Part 1 the proposed compensation shall be the Total Project, Lump Sum as tabulated below: (Reminder: All printing required at various Phases is to be included as part of the consultant's overhead, built into the Lump Sum Fee for Basic Services; however, it is to be broken out separately on the form below).

<b>Table 2.01</b>		
<b>RFP-430: Professional Engineering Services for Filing Yonkers Public Schools Air Contamination Sources with Westchester County Department of Health 420-20-01</b>		
<p><b>Description of Service</b> The undersigned, having carefully examined the scope of work for this RFP, does hereby agree to furnish and deliver to the City of Yonkers/Yonkers Public Schools, One Larkin Center, 3<sup>rd</sup> Floor, Yonkers, NY 10701, the following items at the prices indicated:</p> <p>For the work described in PART 1 THE CONSULTANT'S RESPONSIBILTIES the compensation shall be the Total Project, Lump Sum as tabulated below: (Reminder: All printing required at various Phases is to be included as part of the consultant's overhead, built into the Lump Sum Fee for PART 1 services; however it is to be broken out separately on the form below).</p> <p>The YPS has the right to negotiate with one or more Proposers, or to reject any or all Proposers as it may determine in its sole and absolute discretion.</p> <p>The YPS reserves the right to request the submission of Best and Final Offers from those Proposers who, after the conclusion of such negotiations, are still under consideration for award. <b>A Proposer shall not have any rights against the YPS arising from an invitation to enter negotiations or to submit a Best and Final Offer.</b></p>		
<b>PROPOSED PROGRESS SCHEDULE AND LUMP SUM FEES FOR BASIC SERVICES</b>		
<b>PROJECT PHASE</b>	<b>DURATION (Weeks)</b>	<b>ALL CONTAMINATION SOURCES AT 37 SCHOOLS FEE PROPOSED</b>
<b>Kick-off</b>	3	\$20,000.00
<b>Pilot Study (School 13) Completion</b>	4	\$10,000.00
<b>25% Submission</b>	10	\$50,000.00
<b>50% Submission</b>	10	\$45,000.00
<b>75% Submission</b>	10	\$45,000.00
<b>100% Submission</b>	10	\$50,000.00

**Proposer's Legal Business Name:** Eisenbach and Ruhnke Engineering, P.C.

**2.02 COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLES**

For additional services of the Consultant, beyond the scope of work described herein, the Consultant shall be compensated per a negotiated lump sum or by a time and material basis as per the discretion of the YPS.

Unless indicated otherwise, all extraneous expenses such as printing, shipping or increase in deliverables beyond that listed elsewhere, incurred by the Consultant that are directly and solely required to complete the work in this proposal will be reimbursed by the YPS in accordance with the Consultants proposed Markup listed in Table 2, Part 2.01. Copies of receipts are required to receive reimbursement. Travel, lodging and meals will not be compensated without prior written authorization to do so by the YPS.

Additional services and Reimbursable will be paid out of funds set aside solely for that purpose. These funds are to be used at the discretion of the YPS and are not to be considered part of the contract total.

**TOTAL SUM OF THIS PROPOSAL** \$286,500.00 two hundred eighty-six thousand, five hundred dollars  
Jack Eisenbach Architect or Engineer  
(printed name of proposer)

**2.03 HOURLY PAYMENT RATES FOR VARIOUS TITLES**

The Consultant will be compensated for time and material work beyond the original scope of work at the rates submitted.

**2.04 PAYMENTS**

Unless indicated otherwise, payments for services shall be billed and payable on a monthly basis. All requests for payment (requisitions) *must include the following:*

1. Cover letter on the Consultant’s letterhead with original signature requesting payment. This letter must indicate:
  - a) YPS Contract No.
  - b) The Project Numbers being billed
  - c) Original contract amount
  - d) Contract amendments (if any) and revised contract amount
  - e) Requisition No.
  - f) Lists of attachments.
  - g) Summary of amount due for this requisition and amount left in contract.
2. Back-up receipts for reimbursables.
3. Invoice(s) showing amount(s) due for each project.
4. For Additional Work only: Payroll reports showing employee(s) being charged to the project.

**NEW**

The last 10% of the Consultant’s Fee for each submission (25, 50, 75 & 100%) shall be withheld from Consultants payment until the Yonkers Public Schools receives a Permit to Operate from the Westchester County Department of health.