

**Michael R. Bloomberg**  
**Mayor**

The City of New York  
Department of Transportation  
Sign and Markings Division

**Janette Sadik-Khan**  
**Commissioner**

## **REQUEST FOR PROPOSALS**

**FOR**

**DESIGN AND ENGINEERING SERVICES**

**IN CONNECTION WITH**

**THE SCHOOL SAFETY PROJECT**

**SECOND GROUP**

**CITYWIDE**

**PIN: 84107MBTR164**

**RELEASE DATE OF THE RFP: 7/29/08**

**ANTICIPATED CONTRACT TERM: 1461 Consecutive Calendar Days (CCD) from the Date of Written Notice to Proceed with and Option to Renew for additional 1461 CCD with the same terms and conditions.**

### **AUTHORIZED AGENCY CONTACT PERSON**

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

**David Ellis**  
Director, Office of Special Projects  
28-11 Queens Plaza North, Room 723  
Long Island City, NY 11101  
Telephone: (718) 433-3387  
Fax: (718) 433-3146



**New York City  
Department of Transportation**

**Janette Sadik-Khan, Commissioner**

**Office of Special Projects**  
28-11 Queens Plaza North, Rm. 723  
Long Island City, New York 11101  
Tel: 718/433-3387  
Fax: 718/433-3146

Web: [www.nyc.gov/dot](http://www.nyc.gov/dot)

July 29, 2008

Re: Request for Proposals for  
Design and Engineering Services  
In Connection with School Safety Project  
Second Group  
Citywide  
PIN: 84107MBTR164

To Whom It May Concern:

I am pleased to invite your organization to submit a proposal for Design and Engineering Services to assist the Division of Traffic Operations with its School Safety Engineering Program.

Please be advised that a pre-proposal conference has been scheduled for August 13, 2008 at 40 Worth Street, Room 814 at 10:00 AM. Due to limited space, no more than 2 representatives from each interested firm will be permitted to attend.

Enclosed for your use in developing your proposal is a set of forms with instructions for the above-referenced project. Be further advised that the selected proposer should not subcontract more than 49% of the contract work. In addition, please ensure compliance with all M/WBE requirements as incorporated in this contract. You should follow the submittal instructions carefully.

You should hand deliver your proposal, as indicated in Section IV of the RFP, to the **NYC Department of Transportation, Contract Section, 8th Floor - Room 824A, 40 Worth Street, New York, New York 10013 on or before August 29, 2008 between the hours of 9:00am and 2:00pm only on business days.**

In order that we can expeditiously disseminate additional information regarding this RFP, please complete the attached "**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS FORM**" and return to David Ellis within 48 Hours of receipt of this RFP by Fax: (718) 433-3146.

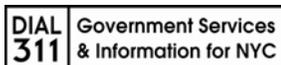
If you have any questions concerning this invitation, please call (718) 433-3387.

Very truly yours,

---

David Ellis  
Director of Special Projects

Enclosure



**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS**

**WE STRONGLY RECOMMEND THAT YOU FAX THIS SHEET TO US TO ENSURE THAT YOU RECEIVE ALL FUTURE ADDENDA**

**ATTN.: David Ellis - FAX: (718) 433-3146**

**WE WILL PARTICIPATE IN THE RFP - SEND ANY TECHNICAL ADDENDA TO THE CONTACT PERSON LISTED BELOW:**

Consultant:		
Address:		
City	State	ZIP
Contact Person:	Phone #:	Email:
RFP PIN 84107MBTR164	Fax #	
RFP Contract Title (Fill in): Design and Engineering Services In Connection with the School Safety Engineering Project – Second Group, Citywide.		

**OR**

**WE DO NOT PLAN TO SUBMIT A PROPOSAL, BECAUSE (Please check as many as apply).**

Please check **all** the reasons that apply and return this form to **David Ellis**  
Fax: (718) 433-3146.

- 1) Size of this contract is not within the interest of consultant.
- 2) Consultant had an insufficient amount of time to prepare proposal. (Please give the date that the Consultant acquired RFP and any other pertinent information.)
- 3) Contract work not within the specialty of the Consultant. (Please cite Consultant's area of specialty.)
- 4) Other. (Please explain in comment section below.)
- 5) Please remove me from your solicitation list.

Comments: (Please use additional sheets if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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## **SECTION I - TIMETABLE**

### **A. Release Date of the Request for Proposals:                      **July 29, 2008****

All questions and requests for additional information concerning this RFP should be directed to David Ellis, the Authorized Agency Contact Person, at:

Telephone #:                      718 433-3387  
Fax #:                                718 433-3146  
E-Mail Address:                 dellis@dot.nyc.gov

Proposers should submit questions no later than 10 days prior to the proposal due date to the Authorized Agency Contact Person, since the Agency may be unable to respond to questions received after that date.

### **B. Pre-Proposal Conference:**

Date:                                August 13, 2008  
Time:                                10 A.M.  
Location:                         40 Worth Street, Bid Room 814

### **C. Proposal Due Date and Time and Location:**

Date:                                **August 29, 2008**  
Time:                                **NO LATER THAN 2:00 PM**  
Location:                         **NYCDOT Contract Section**  
   **40 Worth Street Room 824A,**  
   **New York, New York 10013.**

**Proposals should be hand delivered to NYCDOT Contract Section located at 40 Worth Street, 8<sup>th</sup> Floor, Room 824A, New York, New York 10013, between the hours of 9am-2pm only.**

E-mailed or faxed proposals will not be accepted by the agency.

**Proposals received at this Location after the Proposal Due Date and Time are late and will not be accepted by the agency, except as provided under New York City's Procurement Policy Board Rules.**

The agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the agency issues a written addendum to this RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

## **SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS**

### **A. Purpose of the RFP**

The New York City Department of Transportation (DOT) is committed to substantially improving traffic safety around each of the City's approximately 1,400 grade and intermediate schools. This includes all public, private and parochial schools, generally with an enrollment of at least 250 students. In 2006, DOT completed reports and began to implement recommendations to improve traffic and pedestrian safety around the first group of 135 City "priority" schools. These are schools that are located in areas found to have had the most serious safety risks. Proposers are encouraged to view the City's website, [www.nyc.gov/saferoutes](http://www.nyc.gov/saferoutes) for information on past programs. The purpose of the School Safety Project – Second Group is to assist DOT in substantially improving traffic and pedestrian safety around a second group of 75 priority schools located in areas that have experienced serious safety issues. In addition, the consultant will recommend improvements for up to 5 "supplemental" schools to be identified by DOT during the course of the contract for which safety issues have been documented. The consultant will make specific safety recommendations consisting primarily of operational improvements for these 80 schools and prepare engineering design and related services, as necessary, for each school found to warrant capital improvements (estimated to be approximately 70 percent of the 80 schools). In addition, DOT will have the option to renew the contract and add up to 60 additional priority schools and up to 10 additional supplemental schools on the same terms and conditions as the original 80 schools.

### **B. Anticipated Contract Term**

Anticipated Contract Term for the contract is 1461 Consecutive Calendar Days starting from the date of the Notice to Proceed with an option to renew for up to 1461 additional Consecutive Calendar Days with the same terms and conditions.

### **C. Anticipated Payment Structure**

It is anticipated that the payment structure for the contract which will be awarded from this RFP will be based on a combination of direct technical salary costs times a multiplier, specified direct costs subject to an overall "not-to-exceed" fee (upset amount) and performance outcome measures and related financial incentives and/or disincentives. The multiplier shall be applied only to technical salary costs and shall be considered as including provisions for indirect costs (overhead) and profit. However, DOT will consider proposals to structure payment in a different manner and reserves the right to select any payment structure that is in the City's best interest.

## **SECTION III : SCOPE OF SERVICES**

### **A. Agency Goals and Objectives**

The agency's goals and objectives are to have Engineering and Design Services performed by the Consultant and to ensure that the work of the Contractor conforms to the Specifications for Engineering Design and Related Services (Section VII, Attachment A). The services to be performed will include, but not be limited to, the following:

- Collecting and analyzing data needed to identify and recommend specific traffic and pedestrian safety improvements at each priority school and each supplemental school that may be identified during the course of the contract;
- Preparing a comprehensive report for each school which summarizes school-related traffic and pedestrian operations and issues and contains final traffic and pedestrian safety recommendations for the school;
- Performing engineering design and related services, as necessary, for each school location found to warrant capital improvements (estimated to be approximately 70 percent of the priority schools and the supplemental schools)

### **B. Agency Assumptions Regarding Consultant Approach**

The Agency's assumptions regarding which approach will best achieve the goals and objectives set out above are reflected in the Specifications for Engineering Design and Related Services. (Section VII, Attachment A)

### **C. Proposed Contractual Agreement**

Each successful proposer shall negotiate an agreement based on the proposed contractual agreement (See Section VII, Attachment A).

### **D. Opportunity for Minority / Women Business Enterprise (M/WBE)**

This contract is subject to New York State's M/WBE utilization goal of **9%** MBE and **9%** WBE. The successful proposers must show good faith efforts that it attempted to meet the M/WBE goal.

**A current listing of certified MWBE's is available, upon written request from:**

New York City Department of Transportation, Office of Contract Compliance, 40 Worth Street, Room 1228, New York, NY 10013, **(212) 442-7597**

**Web Site:** <http://www.nylovesmwbe.ny.gov/cf/search.cfm>

**E. Compliance with Local Law 34 of 2007**

Pursuant to Local Law 34 of 2007, amending the City'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. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form (see Attachment G) and return it with this proposal and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form). If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

## SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

**Instructions:** Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" papers. The City of New York requests that all proposals be submitted on paper with no less than 30% post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated.

The RFP package should consist of five (5) individually sealed components as listed below, each bound in an 8 1/2" x 11" plastic spiral binding. No pictures or drawings should be included, except for the cover. The cover should be hard cardboard or laminated plastic, the cover should feature the name of the responding firm(s) and the contract name and number. Responses should be typed using 12 point font. Responses on pre-printed forms should be no smaller than 8 point font, and then only when necessary. The response may include a one page bound transmittal letter, which summarizes the respondent's understanding of the project and its ability to successfully accomplish the job. Each section should be tabbed and labeled to correspond with each section listed (i.e. 1T, 2T, 3T, 4T, 5T, Schedule B; and Form 4T1, Form 4T2, 4T3).

The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

### **A. Proposal Format**

#### **1. Component 1: Procedural Forms**

A Procedural Forms packet has been supplied with this Request for Proposals and should be fully completed and included in the proposal package as follows:

<b>FORM 1P</b>	<b>PROPOSAL COVER LETTER</b>
<b>FORM 2P</b>	<b>ACKNOWLEDGEMENT OF ADDENDA</b>
<b>FORM 3P</b>	<b>AFFIRMATION FORM</b>

The Original Procedural Forms Packet should include all completed Procedural forms, required procedural documents, signed certifications and Supplementary information.

#### **2. Component 2A: Proposal Forms**

A Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and included in the proposal package as follows:

<b>FORM 1T</b>	<b>QUALITY &amp; RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)</b>
<b>FORM 2T</b>	<b>PROPOSED STAFF (RESUMES)/EXPERIENCE</b>
<b>FORM 3T</b>	<b>OVERALL PROJECT UNDERSTANDING &amp; APPROACH</b>
<b>FORM 4T</b>	<b>JOB TITLES &amp; HOURS PROPOSED</b>
<b>FORM 5T</b>	<b>NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS.)</b>

#### **3. Component 2B: M/WBE Utilization Plan**

M/WBE Utilization Plan should be submitted in a separate sealed envelope along with the Technical Proposal (**See Section VII, Attachment F**)

**4. Component 2C: Local Law 34 – “Doing Business Data Form”**

A Doing Business Data Form Packet has been supplied with this Request for Proposals (Attachment G) and should be fully completed and ONLY one (1) original set should be submitted in a separate sealed envelope with the Technical Proposal package.

**5. Component 3: Cost Proposal**

A Cost Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and ONLY one (1) original set should be submitted and included in the proposal package as follows:

**Cost Proposal**

<b>FORM 4T1</b>	<b>LABOR COST PROPOSAL*</b>
<b>FORM 4T2</b>	<b>COST PROPOSAL SUMMARY*</b>
<b>FORM 4T3</b>	<b>PERFORMANCE OUTCOME MEASURES &amp; FINANCIAL INCENTIVES AND/OR DISINCENTIVES</b>

**Performance Outcome Measures and Financial Incentives and/or Disincentives**

Performance outcome measures and their related financial incentives and/or disincentives should be proposed in Form 4T3. List and describe desired performance outcomes or targets for the work to be performed by the proposer under the contract along with the related financial incentives and/or disincentives that could potentially be applied to the contract. While the proposer’s proposed performance outcome measures and related financial incentives and/or disincentives will not be scored, they may be considered by the agency while awarding the contract and structuring its payments to the consultants.

All components should be individually sealed and labeled (i.e., Component 1, Component 2A, Component 2B, Component 2C & Component 3) to indicate the contents of each package and placed in an outer envelope or wrapper. All component packages, outer envelope or wrappers shall be addressed as follows:

Proposer's Name Address	NYCDOT Contract Section 40 Worth Street 8th Floor, Room 824A New York, New York 10013
PIN #84107MBTR164 NO. HBPESO2M/HBPESO3M DESIGN AND ENGINEERING SERVICES IN CONNECTION WITH THE SCHOOL SAFETY PROJECT SECOND GROUP, CITYWIDE PROPOSAL SUBMISSION DEADLINE IS August 29, 2008. NO LATER THAN 2:00 PM	

The individually sealed proposals should be submitted at the time and place as indicated in Section I, Timetable.

**B. Proposal Package Contents (“Checklist”)**

**CHECKLIST FOR RFP**

**The Proposal Packet should contain the following materials. Proposers should utilize this section as a checklist to ensure completeness prior to submitting their proposal to the Agency.**

- 1. COMPONENT 1 – Submit one (1) original set**
  - 1P Proposal Cover Letter
  - 2P Acknowledgment of Addenda
  - 3P Affirmation Form
  
- 2. COMPONENT 2A – Submit one (1) original and four (4) copies**
  - 1T Quality and Relevance of Prior Experience (Firm in General)
  - 2T Proposed Staff (Resumes)/Experience
  - 3T Overall Project Understanding & Approach
  - 4T Job Titles and Hours Proposed
  - 5T NYCDOT Workload Disclosure (2 pgs.)
  
- 3. COMPONENT 2B - Submit one (1) original and four (4) copies**
  - M /WBE UTILIZATION PLAN**  
***(To be submitted in a separate sealed envelope as a part of Technical Proposal)***
  
- 4. COMPONENT 2C - LOCAL LAW 34 –“Doing Business Data Form”**  
Submit ONLY one (1) original set in a separate sealed envelope along with the Technical Proposal
  - Doing Business Data Form
  
- 5. COMPONENT 3: COST PROPOSAL – Submit ONLY one (1) original Set**
  - 4T-1 Labor Cost Proposal
  - 4T-2 Cost Proposal Summary
  - 4T-3 Performance Outcome Measures and Financial Incentives and/or Disincentives

## SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

### **A. Evaluation Procedures**

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Consultant Selection Committee (CSC) will evaluate and rate all responsive proposals based on the Evaluation Criteria prescribed below.

The ratings by the CSC members will be added and averaged for each firm in order to establish the initial technical evaluation rankings and ratings. Based on these rankings, at least the top three (3) rated proposers and any other proposer whose rating is within five (5%) percent of the third ranked proposer will be shortlisted. Based on the initial technical rankings, if NYCDOT determines that there are less than three (3) technically viable proposals, then a shortlist of only technically viable firms will be established.

In the event there are less than three (3) proposals received, NYCDOT will determine whether it will continue the selection process with fewer proposals or re-issue the RFP. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate or clarify the information contained in their proposals. Subsequent to any such presentations, the CSC will prepare revised rating sheets.

The agency shall rank proposers by technical merit and pursuant to City's Quality Based Selection Method (QBS). The price proposal of ONLY the highest technically ranked firm will be opened and reviewed by the consultant selection committee (CSC) to determine whether it is responsive or non-responsive. Following analysis of the responsive price proposal by the CSC, the Agency then consider price by negotiating a fair and reasonable price with the highest technically ranked proposer. In the event that the agency has chosen to negotiate a fair and reasonable price with the highest ranked proposer, if such a fee is not successfully negotiated, the agency may conclude such negotiations, and enter into negotiations with the next ranked vendor(s), as necessary.

All unopened price proposals will be returned to the respective proposers upon registration of the contract.

Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

### **B. Evaluation Criteria**

**Each technical proposal will be evaluated based on the following technical criteria and weights:**

- 1. Successful Relevant Experience of the Proposer and Project Staff**
    - a) Demonstrated experience in transportation planning, traffic engineering, traffic calming and transportation modeling (firm) 15%
    - b) Demonstrated experience in community outreach (firm) 10%
    - c) Demonstrated experience in transportation planning, traffic engineering, traffic calming and transportation modeling (key project personnel) 15%
  - 2. Quality of Proposed Approach**
    - a) Reasonableness, efficiency and coherence of overall approach including demonstrated understanding of project scope and integration of key tasks 25%
    - b) Appropriateness of time frame, staffing and management plan 20%
  - 3. Demonstrated Level of Organizational Capability and Past Performance**
    - a) Financial capacity and management ability of the organization 5%
    - b) Quality of past performance including the ability to manage large scale, complex projects and complete them on time, as documented by references 10%
- TOTAL: 100%**

**C. Basis for Contract Award**

A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Award of the two contracts shall be subject to the timely completion of contract negotiations between the Agency and the selected proposers.

## **SECTION VI - GENERAL INFORMATION TO PROPOSERS**

**A. Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

**B. Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

**C. General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A"- General Provisions Governing Contracts for Consultants, Professional and Technical Services' or , if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. If a copy of the applicable document is not attached, it is available through the Authorized Agency Contact Person.

**D. Contract Award.** Contract award is subject to each of the following applicable conditions: New York City Fair Share Criteria; submission by the proposer of the New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Certificate of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

**E. Proposer Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal agency non-responsiveness determinations and agency non-responsibility determinations and to protest an agency's determination regarding the solicitation or award of a contract.

**F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

**G. Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

**H. Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

**I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal.

**J. RFP Postponement/Cancellation.** The agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

**K. Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.

**L. Charter Section 312(a) Certification.**

The New York City Department of Transportation has determined that the contract to be awarded through this Request for Proposals (PIN 84107MBTR164) for Engineering, Design and Related Services in connection with the School Safety Project – Second Group will not directly result in the displacement of any New York City employee.

\_\_\_\_\_  
Assistant Commissioner Signature

\_\_\_\_\_  
Date

**Message from the New York City Vendor Enrollment Center  
Get on mailing lists for New York City contract opportunities!  
Submit a NYC-FMS Vendor Application - Call 212/857-1680**

## **SECTION VII**

### **ATTACHMENTS**

- A) **Specifications for Engineering Design and Related Services**
- B) **General Provisions (Appendix A)**
- C) **Procedural Forms Packet**
- D) **Proposal Forms Packet**
- E) **Cost Proposal Forms Packet**
- F) **Minority /Women Owned Business Enterprise Program**  
**(To be submitted in a separate sealed envelope along with Technical Proposal)**
- G) **Local Law 34 – Doing Business Data Form**
- H) **Confirmation of Vendex Compliance**

**SECTION VII**

**A) PROPOSED CONTRACTUAL AGREEMENT**

**DESIGN AND CONSTRUCTION SERVICES  
IN CONNECTION WITH  
THE SCHOOL SAFETY PROJECT  
SECOND GROUP  
CITYWEIDE**

**PIN: 84107MBTR164**

## **SECTION VII**

### **A) SPECIFICATIONS FOR ENGINEERING DESIGN AND RELATED SERVICES**

The total length of this Engineering and Design Services contract shall be 1461 CCD from the date of Notice to Proceed.

#### **1. *PREPARATION OF REPORTS AND RECOMMENDATIONS***

- DOT will supply to the Consultant a list of 75 priority schools and up to 5 supplemental schools.
- The Consultant will have to plan, collect and analyze traffic and safety data for each priority school and each supplemental school identified by DOT. It is assumed that data will be collected on school days, during schools hours, and efforts will be made to ensure that data collected are as representative as possible of a “typical” school day.
- Based on the data collected, the Consultant will recommend specific traffic and pedestrian safety improvements at each school to complement and reinforce existing traffic engineering measures as well as ongoing education and enforcement efforts. It is assumed that the recommendations developed by the Consultants will be supported by the technical data collected and may be a combination of short-term (operational) and long-term (capital) improvements, however, it is further assumed that approximately 70 percent of the priority and supplemental schools will warrant long-term (capital) improvement recommendations in addition to short-term operational improvements.
- The Consultant will have to develop and implement a Community Outreach Plan for each school selected for priority treatment which should include supportive background information about the program and input from other involved agencies, school administration, parents and nearby residents. It is assumed that the consultant, under the direction of DOT, will have the primary responsibility to initiate and maintain contact with each school.
- The Consultant will have to prepare a comprehensive “Priority School Report” for each of the priority schools and each of the supplemental schools. It is assumed that prior to submitting the final report the Consultant will submit at least one draft version for each school to DOT for review and comment. The final reports are intended for public consumption and will be posted on the DOT website, Therefore, it is expected that the Consultant will produce reports that are both articulate so that they meet a high level of review and that are well organized so that they can be easily understood by the general public.

- As directed by DOT, the Consultant may have to prepare a comprehensive report for up to five supplemental schools or perform other related tasks as DOT may direct, including but not limited to: additional meetings and site visits, collection of additional data, conducting additional surveys, correction of errors or omissions in DOT databases, geocoding locations, making additional recommendations, writing additional reports and preparing additional design documents
- The Consultant will perform Preliminary and Final Design engineering services for each school found to warrant capital improvements. It is assumed that the Consultant will begin the Preliminary Design Investigation process as soon as practicable after the report and recommendations for that school have been approved and accepted by DOT, and that the Consultant will begin the Final Design process as soon as practicable after the Preliminary Design process is complete. This means that the consultant will have to have sufficient staff to simultaneously (1) produce reports and recommendations, (2) produce Preliminary Design reports and documents and (3) produce Final Design documents.
- The Consultant will submit and adhere to a detailed management plan and work schedule. The work schedule shall provide at a minimum that:
  - During the first year of the contract, studies at priority locations begin and 60% of the Priority School Reports be produced;
  - During the second year of the contract, the remaining studies and Priority School Reports be completed, and that 30% of the PDIs and 20% of the Final Designs be completed
  - During the third year, 80% of the PDIs and 60% of the Final Designs be completed
  - By the end of the fourth year, all remaining PDIs and Final Designs be completed.

Preliminary management plans and work schedules are assumed to be included in the proposals.

- The consultant will have to submit weekly progress reports to DOT, and will advise DOT, in advance, of any possible problems or delays.

<b>Outline of Project</b>
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There are three elements of this project that are critical to its success:

- collection of detailed traffic and safety data at each priority school and each supplemental school;
- identification of effective measures to improve traffic and pedestrian safety at each of the priority schools and each of the supplemental schools, and preparation of a comprehensive Priority School Report for each of the priority schools and each of supplemental schools containing final recommendations with all supporting technical data;
- preparation of all engineering design and related services for each school found to warrant capital improvements (estimated to be approximately 70 percent of the priority schools and supplemental schools).

## **D. Work Program**

The work program will consist of the six tasks described below: Proposers are requested to provide a detailed technical proposal based on the work plan tasks and deliverables outlined below, for completion within a five-year period. However, proposers could suggest alternative approaches that would meet the objectives of the project.

### **Task 1. Collection of Traffic and Safety Data at Each School**

The Consultant will collect and analyze detailed traffic and safety data utilizing standard methodology and procedures as defined by the Institute of Transportation Engineers, New York Metropolitan Transportation Council, DOT and other professional sources for each priority school and each supplemental school. Data needed to support recommendations for new and modified signals, speed reducers and other measures should be collected. Such data should include, but not be limited to:

- School location;
- Inventory and condition of roadway and pedestrian facilities;
- Traffic counts, including turning movements, traffic volumes and pedestrian counts, drawings of physical layout and street furniture at schools;
- Traffic (both vehicular and pedestrian) volumes for critical time periods (e.g., school arrival and dismissal times);
- Sight distance, street lighting, speed limits, road geometry, traffic control devices;
- Origin/destination data to determine the volume of through traffic vs. school-related traffic;
- Vehicle classification, travel speeds and gaps;
- On-street parking regulations, practices and compliance, curbside utilization (school buses, school staff, drop off and pick ups, residents, visitors);
- Pedestrian patterns and characteristics (age, physical size, mental capabilities, arrival and departure times, reaction time, walking speed);
- Accident (collision) history from both NYSDMV (most recent 3-year period) and NYPD (most recent 3-year period);
- Information obtained by consultation with school administration, parents and community representatives;
- Student enrollment and grades, student arrival/dismissal times;
- Modes of transportation for travel to school, including number of students using school buses for drop-off / pick-up;
- Crossing guards assigned to school and whether present at their posts;

The Consultant would reduce and tabulate all data collected using standard spreadsheet software. In addition, the Consultant would prepare revisions to existing DOT sign and markings orders to enable DOT to update its computerized and manual records. In the event that data is collected via video recorders, the original tapes or discs will be the property of DOT.

Within 30 days of commencing the contract, the Consultant would submit to DOT a plan for the collection of data at the priority and supplemental schools for review and approval.

## **Task 2. Development and Implementation of Community Outreach Plan**

For each school selected for priority treatment, the Consultant will propose a community consultation plan with defined goals and objectives and supportive background information about the program. Involved community members should include school administration, parents and nearby residents.

Other affected agencies (e.g., NYPD, Department of Education, Design and Construction, School Construction Authority) should also be included. The consultant will be responsible for initiating and maintaining contact with each school. After approval of the plan by DOT, the Consultant shall implement the Outreach plan throughout all tasks to solicit and disseminate project information and results, and obtain input during each phase of the project.

## **Task 3. Development of Safety Improvement Recommendations and Preparation of a Comprehensive Priority School Report for Each School**

As a result of the analysis, evaluation and community input, the Consultant will develop final overall pedestrian safety improvement recommendations for each of the priority schools and each of the supplemental schools.

Candidate measures may include, but are not limited to, the following:

- vertical deflection devices (e.g., speed reducers)
- horizontal deflection devices (e.g., neckdowns)
- medians and safety islands
- new traffic signals, signs and markings
- on-street parking controls for school buses and other vehicles
- new drop-off and pick-up locations
- street direction changes
- new school crosswalks and modified safe routes to school
- assignment of school crossing guards

Recommendations for improvement measures should be supported by the data collected, including all necessary speed, movement and turning volume studies. Proposers are encouraged to view the Department's "Toolkit" of mitigation measures on its website at <http://www.nyc.gov/html/dot/pdf/schoolsafetymitigation.pdf>. The Consultant will have to prepare a comprehensive Priority School Report which summarizes the traffic and pedestrian operations in the area around the school, outlines in detail the pedestrian safety deficiencies identified and contains the final recommendations for each of the 75 priority schools. The Consultant may also have to prepare comprehensive reports for up to 5 supplemental schools. The reports should be produced both in paper format and in an electronic format compatible for posting and navigating on the DOT website. Reports should be produced using the latest in report creation software (Adobe In Design preferred). Final reports are intended for public consumption and should be produced both in paper format and in PDF format compatible for posting and easy navigation on the DOT website. The reports could include the use of hyperlinks and linked Table of Contents to report pages.

All documents prepared by the Consultant or any of its subcontractors must conform to the specifications set forth in Attachment A, unless otherwise directed by DOT. Recommendations and designs for improvement measures will be subject to DOT and DDC approval.

#### **Task 4. Provision of Preliminary Design Investigation and Topographic Survey Services**

The Consultant will prepare Preliminary Design Investigation documents for each school found to warrant capital improvement measures in the Priority School Report (estimated to be approximately 70 percent of the priority schools and the supplemental schools) and collect such data as may be necessary to produce such documents. The Preliminary Design Investigation documents should be provided to DOT as soon as practicable after the Priority School Report has been completed and DOT has designated that school for Preliminary Design.

The preliminary design and topographic survey services the Consultant may be required to provide, will include but may not be limited to the following. These services are described in detail in the following section – 2. DESIGN REQUIREMENTS

- A. Preliminary Design Services:
  - (a) Project Development / Identification
  - (b) Traffic Study Program (excluding the taking of traffic counts)
  - (c) Hardware and Basin Condition Inventory
  - (d) Subsurface Exploration Program (excluding the taking of borings, cores and test pits)
  - (e) Railroad and Abandoned Trolley Facilities Research (excluding the taking of test pits)
  - (f) Roadway Pavement Design
  - (g) Schematic Geometric Design
  - (h) Acquisition Study
  - (i) Preliminary Estimate of Construction Cost
- B. Topographic Survey Services

#### **Task 5. Provision of Final Design and Related Services Necessary and Required for Each School Found to Warrant Capital Improvement Measures**

The Consultant will prepare Final Design documents for each school found to warrant capital improvement measures in the priority school report (up to 70 percent of the priority schools and the supplemental schools), and collect such data as may be necessary to produce such documents. The Final Design documents for each school shall be submitted to the Department of Design and Construction (DDC) as soon as practicable after the consultant's Preliminary Design Investigation has been approved and accepted by DOT and DOT has designated that school for Final Design.

The final design and related services the Consultant may be required to provide, will include but may not be limited to the following. These services are described in detail in the following section – 2. DESIGN REQUIREMENTS. The Commissioner has the right to delete any of the items (a) thru (l) at his/her own discretion.

- (a) Street Design, including Study and Design of Street Grades, Study and Design of Street Drainage, and Permanent Street Signs
- (b) Tree Inventory and Tree Impact Mitigation and Tree Planting Program
- (c) Sewer Design (excluding subsurface exploration)
- (d) Water Main Design (excluding subsurface exploration)
- (e) Street Lighting System Design

- (f) Traffic Signal System Design
- (g) Construction Staging and Maintenance and Protection of Traffic
- (h) Final Estimate of Construction Cost
- (i) Preparation of Specifications
- (j) Review and Analysis of Bids
- (k) Electronic Archiving and Indexing of Project Records

- Prepare Project Initiation Report in accordance with current NYSDOT and FHWA guidelines;
- This should be considered a federally-funded project and as such the Consultant shall prepare a Project Initiation Design Report in such manner to comply with all requirements of the New York State Department of Transportation (NYSDOT) publications for: “Procedures for Locally-Administered Federal-Aid Projects” and “TEA-21 Guidelines & Application”.
- In conjunction with the Project Initiation Design Report the consultant shall develop an Environmental Assessment Statement (EAS). The consultant shall identify and fully justify all substandard features that are included in the proposed design. The EAS shall comply with all requirements of the State Environmental Quality Review Act (SEQRA) as set forth in 6NYCRR Part 617, and the City Environmental Quality Review (CEQR) process as set forth in Executive Order 91 of 1977 and its amendments. The Consultant shall use the methodologies and environmental impact thresholds detailed in the CEQR Technical Manual.

Additional Professional Services shall be professional services which the Commissioner determines are required for the Project and are in addition to, or beyond the necessary and usual services, in connection with the Preliminary Design Services, Topographic Survey Services, and Final Design Services. Additional Professional Services shall include, but may not be limited to, the services set forth below. These, as well as the above-listed services, shall all be performed in accordance with DDC Infrastructure’s current Design Requirements as detailed in that agency’s General Requirements for Design Services.

- (a) Traffic Counting Program
- (b) Area Drainage and Grade Study
- (c) Seepage Basin and Highway Drains Design
- (d) Roadway Embankment Protection Study
- (e) Design of Retaining Walls and/or Bulkheads
- (f) Sidewalk Cellar Doors Conditions Inventory
- (g) Levels I through V Vault Program
- (h) Landscape Architecture and/or Urban Design
- (i) Preparation of Acquisition and Damage Maps
- (j) Archeological Study
- (k) Buildings Research
- (l) Preliminary Hazardous Waste And Site Contamination Investigation
- (m) Environmental Assessment Statement (EAS)
- (n) Uniform Land Use Review Procedure (ULURP)
- (o) Drainage Plan Grade Impacts and Grade Impacts Mitigation Study (Advanced Sewer and Street Grade Study)
- (p) Design of Step Streets
- (q) Construction Contract Duration / Scheduling Study
- (r) Design of Modification of Subway Ventilators
- (s) Any other professional services determined by the Commissioner to be necessary for the Project.

All plans and drawings prepared by the Consultant or any of its subcontractors must conform to the provisions set forth in Attachment A, unless otherwise directed by DOT or DDC. The document will include the reasons why each measure was recommended, its potential application and the projected cost. The Consultant shall estimate the impact of each measure on safety. Design for improvement measures for permanent installation will be subject to DOT and DDC approval. The Consultant will provide all plans to DOT and DDC in appropriate formats for its use.

## **Task 6. Final Project Report**

All project findings will be contained in a Final Project Report, based upon individual technical memoranda and final designs, to be submitted to DOT.

## **F. List of Deliverables**

### ***TASK NUMBER AND TITLE***

#### **Task 1. Collection of Traffic and Safety Data at Each School (including the 5 supplemental schools)**

- Produce Data Collection Plan (to be submitted within 30 days of commencing the contract)
- Collect traffic and pedestrian data for each school
- Technical Reports on traffic and pedestrian data collected

#### **Task 2. Community Outreach Plan Development and Implementation**

- Develop detailed community outreach plan for each priority school and up to 5 supplemental schools
- Meetings with each school and production of meeting minutes

#### **Task 3. Preparation of a Comprehensive Report for Each Priority School and Each Supplemental School Containing Final Recommendations for that School**

- Submit draft report format for DOT approval
- Submit draft reports including all appropriate technical data for DOT review and comments
- Prepare final reports in paper and electronic format
- Meet with each school regarding findings of final report

#### **Task 4. Preparation of Preliminary Design Investigation Documents Necessary and Required for each School Found to Warrant Capital Improvement Measures (up to 70 percent of the 75 priority schools and up to 5 supplemental schools)**

- Traffic studies in support of Preliminary Design Investigations, where required for specific project school locations
- Draft PDI reports (including topographical, base, and utility survey plans, and schematic geometric design) for DOT review and comment
- Final PDI reports including topographical, base and utility survey plans, technical supplements and approved schematic geometric plans in paper and electronic format

**Task 5. Preparation of Final Design Documents Necessary and Required for Each School Found to Warrant Capital Improvement Measures (up to 70 percent of the priority and supplemental schools)**

- Draft construction plans, specifications and estimates for DDC review and comment
- Final schematic plans in paper and electronic format

**Task 6. Final Project Report**

- Submit draft format for DOT approval
- Submit draft report for DOT review and comments
- Prepare final project report

<b>2. <i>DESIGN REQUIREMENTS</i></b>
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**I. CRITERIA FOR SERVICES**

The Consultant shall perform all required engineering design and related services in accordance with the following: (1) the requirements specific for each respective project location, (2) the criteria set forth below, and (3) all applicable local, state and federal laws, rules and regulations, including without limitation, the New York City Building Code and the Americans with Disabilities Act. DDC shall provide the design standards set forth below to the Consultant or shall advise the Consultant where such standards may be obtained. The Consultant shall review, study and become familiar with the standards set forth below.

- A. New York City Department of Transportation Standard Details of Construction for Highway Work
- B. New York City Department of Environmental Protection Sewer Design Standards
- C. New York City Department of Environmental Protection Water Main Design Standards
- D. New York City Department of Design and Construction, Infrastructure Division, Design Guidelines and Directives
- E. Additional Provisions Applicable to Design

(a) **Separate Drawings:** The Consultant shall prepare separate contract drawings for demolition, excavation, foundation, sewer lines and water mains (when warranted), structural work, street lighting work, and traffic signal work.

(b) **Coordination and Development:** All contract drawings and specifications shall be properly coordinated so as to preclude the necessity for changes, adjustments or extra work orders during construction. All contract drawings and specifications shall be developed with construction details sufficiently shown and with figure dimensions given and specifications adequately stated so as to enable prospective bidders and contractors to make accurate and reliable estimates of the quantities, quality and character of the several kinds of labor and materials required to construct and complete the Project in a first class workmanlike manner and to accomplish adequately the purposes and uses intended for the Project.

(c) Equipment or Materials: Any equipment or materials included in the contract drawings and specifications shall become a fixed part of the Project and shall be essential to render the Project fit for its intended use.

## **II. FINAL CONTRACT DOCUMENTS**

Upon completion of the services required for each project, the Consultant shall hand-deliver to the Commissioner the following as applicable:

- (a) All material originally transmitted to the Consultant at the inception of the project;
- (b) The complete set of original signed Contract Documents;
- (c) The complete set of original contract specifications;
- (d) The complete set of Addenda;
- (e) The original work sheets for the Consultant's quantity take-offs and cost estimates- both preliminary and final;
- (f) The original Scope packet;
- (g) Any permits that were needed;
- (h) The original project files complete with all documentation;
- (i) A complete computerized files index, and one hard copy thereof, cross indexed by subject, activity, Agency and/or jurisdiction and/or persons name;
- (j) All computer files including CAD files and scanned documents.
- (k) All records, logs, computations, photographs, etc., compiled in connection with Borings, Soils Testing, Test Pits, etc.
- (l) All contract records material shall be packaged and delivered to the City in temporary, uniform sized, matching, heavy duty flat file/roll file/letter file type cardboard shipping/transfer carton(s). Typed labels shall provide information on contents and number of cartons in the set.

<b>III. DESIGN STANDARDS AND PROCEDURES</b>
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A. All information and data, which are part of the Commissioner's records, are available to the Consultant for the proper prosecution of this contract. This may be supplemented by information obtained from other agencies and sources. Before beginning the work to be done for each project, the Consultant shall make an examination of the site designated for the project, note all conditions and implications of same and make all necessary surveys pertaining to the project.

B. The Consultant shall perform design services and prepare the Contract Documents with reference to, and in conformity with, such information and data as to existing and legal lines, legal grades, approved drainage plans, sewers, subsurface structures, conditions and facilities, etc., as may be furnished to him by the Commissioner and other agencies, supplemented by information obtained from utility companies and others, and a personal examination, inspection and survey of the site by the Consultant. The Consultant shall obtain any such necessary additional information and data not furnished to him as aforesaid and shall design and plan the work with reference thereto and in complete conformity therewith.

C. The Consultant shall conform to the procedural standards as described hereinafter, and all design standards as identified in the latest edition of New York City Department of Design and Construction, Infrastructure Design Guidelines and Directives. The Consultant shall conform to instructions and/or directions promulgated at project strategy meetings, and/or conform to general and customary Agency practices, or as otherwise directed by the Commissioner.

The reporting, design and specifications of the project shall be in accordance with such standards of reporting, design and construction as the Commissioner may furnish. In the event that the Consultant recommends a patented article, he shall notify the Commissioner in writing of such designated article.

D. The Consultant shall be accountable to initiate actions deemed normal and customary by a prudent and responsible consultant; including incremental submissions and/or review(s) of the proposed designs to client agencies and interested parties, and coordination meetings that are needed to expeditiously resolve questions and concerns necessary to obtain required acceptance, concurrence and/or approvals, and to meet the project milestones on schedule.

E. The Consultant shall perform all appurtenant designs/analyses/ surveys/investigations that are necessary to develop completely integrated/coordinated designs.

F. The Consultant shall make all required submissions formally, timely and in writing, with a copy of all transmittals being sent. Submissions shall be either hand delivered, delivered by messenger, overnight mail and/or other express delivery, facsimile transmittal, or electronic mail.

G. The Consultant shall perform the tasks that are included in the General Requirements and the Specific Requirements for each project in accordance with an incremental approach.

H. The Consultant shall complete the tasks that are included in the General Requirements and the Specific Requirements for each project for acceptance, concurrence, and/or approval, in accordance with the standards of the agencies/parties having jurisdictional responsibilities for said tasks and, further, conditioned upon acceptance by the Department.

I. All tasks shall be fully coordinated and fully integrated into the contract documents.

J. The Consultant shall develop/produce the Contract Documents, or portions thereof, for mass mailing(s) and/or incremental submissions to affected public, private and City agencies - as required, evaluate review comments and incorporate them into the contract documents - where appropriate. The Consultant shall provide sufficient numbers of bound, collated copies of documents, including reports, estimates, design packets, plans, as required, for the normal and reasonable progression of the Contract work.

K. The Consultant shall make all submissions in accordance with the approved work plan and schedule.

L. The Consultant shall thoroughly check all submissions for accuracy, completeness, and appropriateness prior to submission.

#### M. DRAFTING REQUIREMENTS

1. All drafting, contract drawings and non contract drawings, including but not limited to sketches, design study drawings, working drawings, cross sections, profiles, and supplementary profiles, shall be prepared on a computer aided drafting and design (CAD) system.

2. The Consultant shall submit a sample(s) of drawing file(s) to the Commissioner at the initial drawings preparation stage and request that a translation test be run to determine compatibility with the Department's CAD system. The computerized drawing files shall be 100% compatible with the Department's CAD system and shall be 100% translatable. It shall be the Consultants/Surveyors responsibility to provide and insure compatibility with the Departments CAD system.

3. The Consultant shall, as directed by the Commissioner or as stipulated in the Specific Requirements for each project, prepare surveys, plans, specifications and estimates in either the British System of Measurement or the Metric System of Measurement.

4. The Consultant shall conform to currently applicable Departmental Standards in the plotting and drafting of all work, required under this contract. In general, this shall include, but not be limited to the following:

- (a) All plotting shall be in ink, monochrome or color as directed.
- (b) Drawing sheets will generally be F Size (28" x 40"). However the size of drawing sheets shall be customized to suit the needs of the specific project, and the size to be used for the project shall be determined by the Commissioner in consultation with Consultant.
- (c) Plans and profiles shall generally be drawn to the following scales:

For English Measurements:

- (i) Plans are to be drawn to a scale of 1" = 30' horizontally
- (ii) Roadway profiles are to be drawn to a scale of 1" = 2' vertically and 1" = 30' horizontally
- (iii) Sewer profiles are to be drawn to a scale of 1" = 5' vertically and 1" = 30' horizontally

For Metric Measurements:

- (i) Plans are to be drawn to a scale of 1:300 horizontally
- (ii) Roadway profiles are to be drawn to a scale of 1:30 vertically and 1:300 horizontally.

However, the scales shall be customized to meet the specific needs of each project, and shall be determined by the Commissioner in consultation with the Consultant.

- (d) Final Contract Drawings shall be printed on double matte 4 mil mylar.
- (e) All drawings shall utilize standard Departmental format(s), symbols, line styles, text fonts, font size, and layering conventions, or shall be customized as required by and subject to approval by the Commissioner.
- (f) All printing and line work shall conform to current Departmental standards.
- (g) All final contract drawings shall be in ink, on Hurculene or Mylar, or approved equal.

## N. DESIGN COORDINATION

### 1. OTHER AGENCIES AND JURISDICTIONS

(a) The Consultant shall provide full coordination with all relevant individuals, agencies, utilities, and jurisdictions that have an interest in the project or are impacted by the project or its design, and shall execute the studies and designs required under the tasks included in the Specific Requirements in full coordination with all such entities.

(b) The Consultant shall provide such surveys, plots, prints, copies of the preliminary design documents, technical supplements, final design plans and contract documents, etc., as may be needed at conferences with the Commissioner and the representatives of other agencies relative to the project, and shall attend such conferences as required by the Commissioner.

The said surveys, profiles, reports, contract documents, etc., shall be approved or rejected by the Commissioner or modified by the Consultant as directed by the Commissioner.

(c) The Consultant shall take cognizance of other agencies' projects under design or construction within the vicinity of any project for which it is providing services, and shall coordinate the design proposals with the design(s) for such other project(s), in accordance with information obtained during coordination of the Design Program.

### 2. MEETINGS

(a) The Consultant shall expeditiously meet with the parties involved in issue(s) arising from or impacting on a project, to precisely and specifically identify the issue(s), to document prior actions, to obtain data and information, to identify alternatives, to record findings, and shall function as Chairperson in arranging for and conducting meetings and conferences as required.

(b) The Consultant shall generally perform all coordination with the various affected jurisdictions through personal contact. Coordination limited solely to telephone contact shall be considered inadequate for the purposes of this Contract.

(c) It shall also be understood that for the purposes of this contract, written communication alone shall be deemed an incomplete and inadequate strategy for "proper" coordination and problem resolution.

(d) The Consultant shall be responsible for the initiation of all actions regarding responses to requests to the Department and to other agencies/jurisdictions/individuals, for the initiation of incremental reviews, approvals and comments relative to the proposed design(s) or issue(s), including follow-up strategies, as required, and for the expeditious resolution of design questions, issues and concerns, with a view toward meeting the contractual and/or project milestone schedule.

(e) The Consultant shall be accountable to prepare specific and accurate draft and final minutes for meetings and conferences required in the timely performance of contractual work. The draft minutes shall be prepared and circulated among the interested parties within two (2) business days of the meeting. Upon receiving comments on the draft minutes by the interested parties, the Consultant shall revise the minutes, where appropriate, and shall coordinate the approval and distribution of final minutes.

### 3. CORRESPONDENCE

a) The Consultant shall be accountable to initiate, prepare, and distribute any correspondence necessary in connection with the timely performance of contractual work, respond to inquiries and/or answer questions.

b) The Consultant shall prepare and mail either directly or under signature of the Commissioner, all correspondence required for a successful and timely completion of contractual work. Each letter shall be "customized" to reflect the specifics of the correspondence's purpose and function, and shall be "specific" to the inquiry and/or request being made. Responses shall also be customized with specificity regarding the incoming question and/or inquiry, shall be logically organized, professionally written, and shall be complete and thorough.

### 4. INCREMENTAL AND FINAL REVIEWS

a) The Consultant shall be responsible for the initiation of all actions, including the reiteration of submissions needed to expedite and advance the development, approval and acceptance of the designs and contract documents in conformity with the project objectives.

b) As requested by the Department, the Consultant shall provide copies of appropriate correspondence and prints of drawings as may be required to keep various Agency(s) informed regarding the details/progress/status of the project.

c) The Consultant shall, in accordance with the Mass Mailings No. 1 and No. 2 required in the Street Design Task, and as otherwise deemed appropriate by the Commissioner, submit copies of Schematic Design Drawings, the Preliminary Contract Drawings and Pre-Final Contract Documents to the Department and to other City, public and private agencies, utilities and other parties which, based on project components and site conditions in the judgment of the Consultant jointly with the Commissioner, may have an interest in the project area.

d) The Consultant shall review, evaluate and incorporate comments received, as follows:

i) Where comments pertain to design being performed under the jurisdictional responsibility of other agencies, the Consultant shall make requested changes to the satisfaction of said agencies as long as those requests remain technically and policy wide reasonable.

ii) Where comments pertain to requested changes in street design or additional appurtenant work, the Consultant shall evaluate requested changes and additional appurtenant work and, upon receipt of approval by the Commissioner, shall incorporate and integrate all appropriate changes into the composite Pre-Final Contract Documents.

iii) Wherever, in his/her judgment, compliance with an agency requirement is not being recommended or pursued the Consultant shall advise the Commissioner. Where comments are deemed to be not feasible or practical, or where they are deemed to be incompatible with the design, the Consultant shall, as directed by the Commissioner, meet with the affected agencies to discuss/develop alternate solutions.

iv) Where comments pertain to requests by various interested agencies to have their completed, furnished designs incorporated into the composite Contract Documents, the Consultant shall evaluate such requests and review submitted design documents (including plans, specifications and Consultant's estimates). Upon concurrence by the Commissioner, the Consultant shall coordinate the incorporation and integration of appropriate design documents into the composite Pre-Final Contract Documents, and shall make appropriate street design changes and/or adjustments as required.

v) Where certain design issues or comments remain unresolved, the Consultant shall arrange a meeting with the Commissioner and with the affected agencies to discuss acceptable solutions/alternatives.

vi) The Consultant, where directed by the Commissioner, shall present his designs to the Community Planning Boards.

## 5. SUBMISSION OF FINAL RECORDS

The Consultant shall file all required records and documents, not previously submitted, with the Commissioner within sixty (60) days of acceptance of the Preliminary Design and Investigation (PDI) Report by the Commissioner, or within sixty (60) days of the opening of bids for the construction contract or within sixty (60) days of the issue of notice by the Commissioner to the Consultant to cease work under this agreement.

### **III.I SCHEDULING AND PROGRESS REPORTING**

(a) Upon written notice to proceed, all work required for the project specified in the Task Order shall be completed within the time schedule set forth in the Specific Requirements, unless the Commissioner, for good cause shown by the Consultant, extends the time of completion.

(b) The Consultant shall be required to submit a Progress Report in accordance with the requirements of this section. Such Progress Report shall consist of the following two components: a Bar Chart Schedule, and a Detailed Analysis of project's progress, as described in paragraph (e) below.

(1) For projects having a duration of six (6) months or less, the Commissioner may, in his/her discretion, suspend the requirement for the monthly Progress Report.

(2) For projects having a duration of longer than six (6) months, the Consultant shall be required to submit a monthly Progress Report; however, the Commissioner may, in his/her discretion, suspend the requirement for the monthly Progress Report.

(3) Suspension of the requirement for the monthly Progress Report may be for a specific month(s), or may be for the entire duration of the project. Written notification of such suspension will be provided to the Consultant. In the event of such suspension, the Consultant shall not be entitled to payment of the Monthly Fee for the Progress Report.

(c) Upon receipt of notice to proceed with work required for each project, the Consultant shall prepare and submit to the Commissioner, within 10 working days of the date of such notice, a Bar Chart Schedule for the services required in connection with the project, for approval by DDC. The Consultant shall not be entitled to any payment for the initial Bar Chart Schedule described in this paragraph. The Bar Chart Schedule shall be prepared using Microsoft Project 2003 and shall be printed on 8 1/2" x 11" to 11" x 17" (fold-over) size paper. The Bar Chart Schedule shall indicate execution of all tasks as applicable, and shall include but not be limited to the following:

- (1) Contract number and date, project name, names of Engineer-In-Charge and project Engineer, border, monthly calendar and weekly calendar;
- (2) Dates for completion of required services;
- (3) The tasks, sub-tasks and milestones to be undertaken or achieved in connection with the project including where applicable Preliminary Design, Mass Mailings, Pre-Final and Final Contract Documents;
- (4) The interrelationship and dependency of the various activities required under the tasks included in the Specific Requirements of the Work Order;
- (5) The time needed to complete or achieve the various tasks, sub-tasks and milestones;
- (6) Dates for completion/submission of any agency work by others, such as television sewer inspection program;
- (7) The date for submission of the packages of Bid-Ready Contract Documents where applicable;
- (8) The project's critical path;
- (9) The dates for Consultant's performance evaluation which shall be prepared on a six (6) months basis (from the notice to proceed date) for the entire specified duration of the project.

(d) For the purpose of progress reporting, the date of the Notice To Proceed on any project shall be considered the monthly "Anniversary Date" for that project.

(e) Progress Report: No later than two (2) working days following the monthly "Anniversary Date", the Consultant shall submit a Progress Report, consisting of the two components set forth below.

(1) Bar Chart Schedule: The Consultant shall revise and update the Bar Chart Schedule to indicate (1) the actual start and completion dates of all tasks that have been completed, and (2) the projected start and completion date of all remaining tasks that are to be performed for the Project. The revised/updated Bar Chart Schedule shall reflect the project's current status at the end of the reporting period and shall include actual dates (year and month), as well as columns showing the cumulative percentage (%) completion of each task.

(2) Detailed Analysis: The Consultant shall prepare and submit to the Commissioner a Detailed Analysis of the project's progress. Such Detailed Analysis shall include, but not be limited to, the following: actual time used for each activity in the schedule; changes in targeted completion dates for the various activities in the schedule; the reasons for any delays in the targeted completion dates; the need and justification for any extensions of time; a narrative description of the work performed during the reporting period, including dates, facts, and breakdown by contract elements. In the absence of progress in the reporting period with respect to individual tasks, the Consultant shall refer to the previous progress report during which work was last performed on those tasks. The report shall also include a narrative description of the overall project schedule, project budget, work anticipated for the next reporting period and the needs from DDC necessary to move the project forward. In addition the Consultant shall affix to the report a "Project Report Summary" table that includes the following columns/information:

- (1) Task
- (2) Description
- (3) % Completion
- (4) Scheduled Completion Date
- (5) Projected Completion date
- (6) Variance (weeks), (-) ahead (+) behind

(f) There shall be a monthly meeting with the Commissioner at which time the Consultant shall discuss: the actual progress of the project(s); the outstanding issues; and the necessary revisions to the project schedule. Based on the meeting discussions, and in accordance with directions provided by the Commissioner, the Consultant shall revise and resubmit the updated Bar Chart Schedule for the project. The Consultant shall not be entitled to any payment for the Bar Chart Schedule described in this paragraph.

- (f) No later than two (2) working days following the monthly "Anniversary Date", the Consultant shall be required to submit to the Commissioner (via hand delivery or express mail) a revised/updated Progress Report. The Consultant shall continue to submit a monthly Progress Report until the final completion of the project, unless directed otherwise by the Commissioner.

## **IV. DESIGN TASKS**

### **IV.I PROJECT DEVELOPMENT/IDENTIFICATION**

Under this task, the Consultant shall assemble and review all record data for the project; conduct formal interviews with all governmental and non-governmental personnel, as directed by the Commissioner and as required for the efficient and thorough completion of the project, in order to ascertain all existing concerns, issues problems and programs directly related to the project area; fully coordinate all activities under this project with all Federal/State/City Agencies, public and private utilities, and organized groups which, in the opinion of the Commissioner and/or the Consultant, are necessary for the development of a fully coordinated design; and fully coordinate the work with various interested agencies as directed by the Commissioner. This shall include, but not be limited to, the following services:

A. The Consultant shall inspect the Project site and become familiar with the general and specific nature of the Project and surrounding area. The Consultant shall make a complete photographic record of the project area in order to illustrate the general nature/character of the neighborhood, as well as to illustrate the typical conditions and specific problems/issues/impacts of the proposed program and facilities. The photographs shall be either color or black and white, shall be presented in a three inch (3") by five inch (5") format, and shall be suitably indexed, bound and annotated in accordance with the directions of the Commissioner. The photographs shall be made part of the Technical Supplement Documentation required herein.

B. The Consultant shall assemble and review all available reports, designs, surveys, geological and boring data, maps, plans, documents, maintenance records, alignment maps, as-built drawings and construction photographs relative to the project, from, but not limited to the New York State Department of Transportation, Department of Environmental Protection, New York City Transit Authority, New York City Art Commission, New York City Department of City Planning, New York City Department of Parks and Recreation, Borough President's Office, New York City Police Department, Libraries, Historical Societies, and from other Federal/State/City/organized groups as may be directed by the Commissioner, or otherwise required for the purposes of fully coordinating the proposed street improvement program.

C. The Consultant shall obtain, and become familiar with, all applicable Departmental Design Directives, Standard Details of Construction, Administrative Procedural Bulletins and guidelines for the prosecution of the work/services under the various elements of the project, including all applicable New York State Department of Transportation guidelines where the project is State or Federally funded.

D. The Consultant shall interview all Department of Transportation maintenance and engineering personnel, as appropriate, to determine the location and extent of all problems and issues in the project area and immediate vicinity, where they affect the project.

E. The Consultant shall interview Department of Environmental Protection personnel, as appropriate, to determine the extent and location of all drainage, sewer and water supply problems/issues and proposed improvement programs by the City and/or Consultant, including catch basin rehabilitation, related to the project area and immediate vicinity, where they affect the project. The Consultant shall also coordinate with the Department of Environmental Protection relative to sewer cleaning and television inspection reports for any existing project sewers.

The Consultant shall review the results of sewer cleaning, sewer television inspection and manual sewer inspection programs performed under other contracts or by the Department of Environmental Protection personnel as they relate to this Project; coordinate the results and recommendations from said programs with this Project, and integrate and incorporate any required sewer work into the contract documents.

F. The Consultant shall interview Department of City Planning personnel, as appropriate, to determine the extent and location of all proposed development/improvement projects in the vicinity of the project area to ascertain the impact that these improvements will have on the project.

G. The Consultant shall interview the District Manager(s), Planning Board(s) personnel and additional interested parties, as deemed appropriate by the Commissioner, to determine their concerns regarding the project street(s).

H. The Consultant shall research and study the following in order to ascertain their impact on the proposed project: zoning, existing land use, traffic generators, traffic operations, legal grades, right-of-way ownership, horizontal alignment, vertical alignment, accident records, maintenance of traffic, revitalization/ construction, and the functional relationship of the site to the Borough/City.

I. The Consultant shall analyze the expressed needs and concerns of the parties contacted, and shall address those needs/concerns that are pertinent to the project. The Consultant shall be accountable to develop and pursue a recommended course of action and/or strategy to resolve those issues which are pertinent to the project in a timely manner and in accordance with the Contract time of completion stipulations.

J. The Consultant shall fully coordinate the identification of all current and future planning, design, and construction projects by the City such as Water Main projects, Park projects, Street Lighting projects, Fire and Police Communications projects, Traffic Signalization projects, etc. The Consultant shall recommend programming alternatives and staging, as required.

K. The Consultant shall fully coordinate the identification of all current and future planning, design, and construction projects of a significant nature by parties other than the City (private utilities, authorities, government and non-government agencies, abutting property owners, etc.), and shall recommend programming alternatives and staging, as required.

L. The Consultant shall coordinate the proposed program with the Local Community Board(s), the Borough President's Office, the Department of City Planning, the Department of Parks and Recreation, the Department of Environmental Protection, the New York City Art Commission, the New York State Department of Transportation, and other parties as may be designated by the Commissioner or as required for the efficient completion of the specific project, and shall identify and resolve all requirements, conditions and issues as presented by said parties. In addition, the Consultant shall hold a public meeting, to discuss/present the impacts/elements of the proposed reconstruction program.

M. The Consultant shall coordinate the proposed program with all public and private utilities and prepare a Preliminary Utility Impact Assessment report concerning the impact that the proposed improvement program will have on existing/proposed utility facilities.

N. The Consultant shall prepare and submit a Preliminary Design Report concerning, the Project. The report shall document all issues and concerns identified; existing substandard features and the measures proposed to address the issues and substandard features identified; alternative schematic designs considered and design recommendations that have been accepted by the Commissioner.

O. The Consultant shall prepare a Technical Supplement to the Design Report. The Technical Supplement shall contain all applicable records/deliverables of the Preliminary Design Program. The sections of the Technical Supplement shall include, but not be limited to, the following: pavement design(s); tree inventory; topographic survey documentation; utility survey documentation; traffic study; subsurface exploration data; alternative schematic design treatment(s); correspondence and other documentation, as required.

## **IV.II TOPOGRAPHIC SURVEY**

Under this task the Consultant shall execute a Topographic survey and produce a Composite Utility Plan in conjunction with the Project.

### **A. LIMITS**

1. The location and limits of the Topographic Survey are described in the Specific Requirements for each project.
2. The limits of the Topographic Survey(s) shall extend into intermediate intersections a distance of 50 feet, measured along the center line of the respective street from the building line projection, and 50 feet beyond the perimeter of all islands and gores. Additionally, the topographic survey shall include terminal intersections and extend 50 feet beyond into each intersection leg.
3. The surveyor shall locate property possession lines within the limits of the Topographic Survey.

### **B. GENERAL**

1. The Consultant shall submit, for approval, the names and experience portfolios of all persons and Sub Consultants proposed for use concerning Topographic and Utility Survey(s) before start of work.
2. The Survey work shall include the field and office work, including drafting, required to make topographical and base line surveys, prepare Plan and Profile drawings and base line maps.
3. In preparing the Plan and Profile drawings, the Consultant shall take cognizance of the basic minimum requirements set forth herein, together with such other requirements as may be necessary for the complete fulfillment of this contract for the purpose for which it is intended.
4. All survey work shall be in the English System (U.S. Survey Foot).

5. All right-of-way (ROW) data, including baseline (centerline of ROW), baseline ties to survey control traverse, location of possession lines and location of property lines shall be prepared by a New York State licensed Land Surveyor. All topographic and utility data shall be prepared by or under the direct supervision of a licensed Land Surveyor. The Composite Utility Plan shall be prepared by a New York State licensed professional engineer.
6. The Datum Plane shall be "as in use" by the respective Borough President's Office unless otherwise directed by the Commissioner.
7. Aerial Photogrammetry may be utilized for the preparation of survey plans as outlined in Section E. However, the Consultant will be required to conduct a detailed Topographical and Utility Survey by using standard electronic/ manual methods to produce utility/composite plans as per the contract specifications.
8. All elements of the Topographic Survey(s) shall be referenced by station and offset to a Center Line Baseline for the Mapped Street which shall be established/coordinated/tied into the coordinated survey traverse, in accordance with the current Departmental Standards
9. A stationed R.O.W. centerline baseline shall be provided and tied to the possession and/or R.O.W. lines.
10. All survey work procedures, minimum accuracy, and error of closure standards for traverses and/or Bench Runs shall conform to specifications required herein.

**C. INFORMATION TO BE OBTAINED AND SHOWN**

The complete topographical surveys are to be referenced by station offsets to the borough monument lines, or to base lines established from said borough monument lines or to established building lines in mapped streets, with all elevations referenced to established borough bench marks or to bench marks set from said borough bench marks. Where no physical monument system exists the Consultant shall research the survey record diagrams of local properties to identify fixed points on ground that have known dimensional ties to the legal Block and Lot lines that abut the project limits. Where no City coordinate system exists, the Consultant must perform the work in the required NY State Plane Coordinate system. Upon written authorization from the Commissioner, the Consultant may use an independent coordinate system.

The Topographic Survey(s) shall identify and locate all legal dimensions, property boundaries, and physical features within the contract limits that are needed to produce a comprehensive design, including, but not limited to, the following information:

1. *Streets, Pavements and Curbs*

- a. Established R.O.W. width and legal grade of streets and easements. The established R.O.W. width shall be based on the lines as shown on the Final Maps for each respective borough's Topographical Bureau Final Map, or if the street has been revised, shall be based on the lines as shown on the Alteration Map for the same section of roadway.
- b. Location and widths of existing streets, roadways, sidewalks and grass areas; and edge of pavements.
- c. Block dimensions. If dimension can not be obtained from the Final City Map, block dimensions can be obtained from other sources such as Tax maps, private surveys etc. Block interior corner angles.
- d. Location and type of material of curbs, drop curbs, driveways, sidewalks, headers, edges of pavement and changes in types of pavements.
- e. Elevations of the street surface (to nearest hundredth of a foot) at fifty (50) foot intervals including P.C.'s, P.T.'s, midpoint of corner curbs, and changes in grade that are six (6) inches or greater, taken at the center line of road, top and bottom of curbs or edge of pavement, back of walk, and right of way line.

2. *Properties, Buildings, Walls, Overhead Structures*

- a. Location and frontage size of the existing buildings abutting the street, identified by house number, type of building (frame, brick, etc. as well as use such as school, gas station, commercial, residential etc.), and number of stories, entranceways, together with elevation of first floor, garage entrance and elevation of basement and/or cellar doors.
- b. Lot and block numbers for each building.
- c. Location and identification of all abutting tax lots by Lot and Block Numbers (including those encroaching into the mapped right-of-way).
- d. Location of all street encroachments including but not limited to hedges, fences (including height, type of material), steps, stoops, cellar doors, gratings, and connecting manhole located outside of project limits.
- e. Locations, height, width, and type of material of retaining walls.
- f. Location and elevations giving clearance of the undersides of overpasses, ramps and bridges and all columns and abutments for all grade separating structures.

3. *Surface drainage structures and sewers*

- a. Location of all surface drainage elements including, but not limited to swales/ditches, brooks/creeks, streams/channels, watercourses, retention area, headwalls, swamp areas, and other drainage structures or appurtenances.
- b. Location of all types of sewers, manholes, catch basins, inlets and their connections to the sewers. Also, location of the nearest connected sewer manhole (which may fall outside of the project limits).
- c. Rim (center of the cover) and invert elevations of the manholes and inverts of existing sewers and their direction of flow. Size and type of sewers, size of manhole covers, location of forced mains, and pumping stations.

#### 4. *Utilities and Subsurface Facilities*

- a. Location, identification and size of all utility manholes, vaults, transformer chambers, valve boxes and gratings.
- b. Location of water mains, electrical conduits, gas mains, telephone conduits, traffic signal conduit systems, street lighting conduit and feed systems, fire alarm systems, steam lines, and fuel oil lines.
- c. Location and size of subways and tunnels, subway entrances, emergency exits, stairs, ventilation gratings, fan chambers, any other Transit Authority structure, and visible railroad and/or trolley tracks.
- d. The Consultant shall research all available records of public and private utilities to obtain information regarding the type size and location of existing utility facilities that exist within the project limits defined herein.
- e. The Consultant shall reconcile discrepancies in the location and identification of subsurface elements between the topographic survey and utility records.

#### 5. *Surface Features and Overhead Utilities*

Location of all physical topographical features, including but not limited to, hydrants, bollards, lampposts, telephone and electric poles, including guys, identification as may be shown on pole, fire alarm boxes, mail boxes, traffic stanchions location, and clearance of wire crossing over roadways.

#### 6. *Trees and other Surface Conditions*

- a. Location and caliper of trees. The caliper shall be measured in 2" increments at a location of two feet above the base of the tree.
- b. Location of rock outcrops, ditches, brooks creeks, streams, swamp areas, wooded areas, etc.

#### 7. *Shore Lines and Soundings*

- a. Location, limits and description of existing shorelines and bulkhead lines, pierhead lines, designated wetlands, easements, Land grants and Land grant easements.
- a. Soundings shall be shown for a minimum distance of 100 feet beyond the existing shoreline or bulkhead for a width of 75 feet on each side of the centerline of the street. The soundings shall be shown on a grid system at 25-foot intervals.

#### 8. *Intersections*

- a. Elevations of the street surface (to nearest hundredth of a foot) at P.C.'s, Midpoint, P.T.'s and/or change in grade, six (6) inches or greater, taken at the centerline of road, top and bottom of curbs and at house lines.
- a. Topographic information as described in this section above shall be obtained at intersections into the lateral streets for a distance of 50 feet from the R.O.W. lines on each side of the route of the limits of the project, unless otherwise directed.

## 9. Additional Requirements for Highway Projects

- a. The precise location of property and “possession” lines, where different from property lines – which shall be tied to the roadway centerline baseline and the survey traverse. Possession lines and/or property line shall be identified by a deed search for each property listed.
- b. Identification of all types of right-of-way and mapped streets, including “paper” streets, tax map streets, utility easements and private streets by name/location.
- b. Identification of plazas, malls and public areas.
- c. Location of corner curb, pedestrian ramps, distinctive/special sidewalk areas, bus pads, traffic islands and traffic channelization and vaults.
- d. Location of sidewalk hardware such as coal chutes, oil fills, cellar doors, under sidewalk drains, sidewalk elevators, building sidewalk ventilation gratings, traffic signals, traffic signal poles, parking signs, parking meters, traffic control boxes, traffic controllers, traffic loop detectors, police call boxes, traffic stanchions, structural columns, artwork (all types), newsstand kiosks, sidewalk retail areas, areaways, railroad gates, trackage and cellar windows at grade.
- e. Direction of traffic (flow line of traffic), and the location and type of lane and crosswalk markings, including school cross markings.
- f. Horizontal locations shall be taken to the nearest tenth (1/10) of a foot.
- g. Vertical locations (elevations) shall be taken to the nearest hundredth (1/100) of a foot (or as specified by the Commissioner) longitudinally at fifty foot (50) stations.
- h. Full right-of-way, cross-sections stationed along the centerline baseline shall be taken at 50 feet stationing, centerline of intersecting streets, building lines at each intersection, property lines at each intersection, curblines at each intersection, all breaks in grade. Stationing elevations shall be taken at the building line(s), fence lines, encroachment lines, top and bottom of curbs (including malls), ¼ points of all roadways widths, center line of street, front and back edges of ribbon sidewalks, possession lines, and widening lines(s) where applicable.
- i. Spot elevations shall be taken at all street/sidewalk surface hardware locations. If utility is other than a manhole or small valve, elevation on all corners shall be taken. In addition, steps (top & bottom of first riser), platforms, all building entrances, all lot lines (at property line/fence line), first floors, garage floors, back of sidewalk at all pedestrian and vehicular entranceways, ground elevations at all pedestrian and vehicular building entrances and/or building line, traffic islands, top of curb at both ends of drop curbs, top and bottom of curb at centerline of all drop curbs, driveways at all garage entrances, parking aprons, intersections (as required), corners [within crosswalk sidewalk quadrant(s)], all sewer rims (center of the cover) and inverts, Transit Authority (TA) ventilator structures (all corners), TA emergency exits (all corners), and as otherwise required for design.
- j. The Consultant shall obtain additional spot elevations as follows: the curbside of tree base at the centerline of all existing trees and significant shrubs within the sidewalk areas, roadway areas and/or within right-of-way, top and bottom of curb in front of all trees, average root zone elevations nearest curb, top of sidewalk at front edge and at back edge, fence line and/or building line.
- k. Clearance on all overhead structures that are less than 16 feet from the roadway, including the underside of each bridge/overpass stringer at each lane - including entrance and exit portal locations.

## **D. MINIMUM REQUIREMENTS FOR SURVEYS**

For all survey work procedures, minimum accuracy, and error of closure standards for traverses and/or Bench Runs shall conform to specifications required herein.

### **1. Vertical Control**

**Be Benchmarks** – One permanent benchmark must be set at each extremity of the job in places where they will not be disturbed by construction. For projects over 1000 feet long, permanent benchmarks shall be set at the extremities and a minimum of 700 feet apart and a maximum of 800 feet apart. Typical benchmarks on permanent objects include: steps, settlement cuts on brick buildings etc. or by setting copper plugs in concrete posts if other appropriate fixed points are not available. Benchmarks shall be referenced to the appropriate datum for the borough in which the work is being done. The required method of obtaining elevations is differential leveling. The accumulative error in benchmark elevations shall not exceed 0.002 feet per set-up. A minimum of two (2) Borough President Bench marks must be tied to and verified for each project. When Benchmarks exceed maximum accumulative error, other benchmarks must be reconnoitered and measured until found benchmarks meet accumulative error specifications. All benchmarks must be accompanied by a sketch and accurate description so as to be easily recoverable. All turning points shall be accurately described. If electronic differential leveling is to be used, the Consultant shall provide a sample printout for approval before proceeding with work. Using other methods to obtain elevations such as Trigonometric, Reciprocal leveling and or methods using GPS equipment is allowable, but must be pre-approved in writing by the Commissioner before work commences.

### **2. Horizontal Control**

The complete surveys are to be referenced from established baselines/traverse, or tied to borough monument lines. Where no physical monument system exists, the Consultant shall research the survey record diagrams of local properties to identify fixed points on ground that have known dimensional ties to the legal Block and Lot lines that abut the project limits. Where no City coordinate system exists, the Consultant must perform the work in the required NY State Plane Coordinate system. Upon written authorization from the Commissioner, the Consultant may use an independent coordinate system.

The baseline shall include a minimum of one permanent mark at the beginning, ending and angle base line points including one point at each street intersection. All marks shall be permanent such as; cuts in concrete, Monuments as required in undeveloped areas (Section F), pre-existing borough monuments, masonry nails, re-bar or pipes with survey cap in grass area etc. All permanent marks (baseline/traverse control) shall be witnessed to three permanent structures in three separate quadrants, and measured to the nearest one hundredth of a foot (0.01'). The allowable minimum error (precision of closure) in the base line/traverse closure after angular adjustment shall be 1 in 20,000. Measurement methods, other than electronic Total Station, such as using GPS equipment is allowable, but must be pre-approved in writing by the Commissioner before work commences.

## **E. MINIMUM REQUIREMENTS FOR SURVEYS USING PHOTOGRAMMETRY:**

1. If aerial survey methods are to be used, they must meet or exceed ASPRS Class 1 map accuracy standards for 1"=30' mapping (American Society for Photogrammetry and Remote Sensing).
2. WHEN USING AERIAL PHOTOGRAPHY FOR THE SURVEY, CONSULTANT MUST SUPPLY THE COMMISSIONER WITH THE ELECTRONIC PHOTO USED FOR THE PROJECT IN EITHER COLOR AND/OR BLACK AND WHITE PHOTO. IF DIGITAL PHOTO, IT CAN BE DELIVERED IN A TRANSLATABLE FILE JPEG, BMP ETC. IN ADDITION THE CONSULTANT DELIVER THE ELECTRONIC FILE OF THE PLANIMETRIC INFORMATION WHICH WAS BASED ON THE PHOTO (TRANSLATABLE TO AUTOCAD FORMAT).

### **3. Vertical Control (No vertical control may be set using aerial GPS methods)**

Benchmarks – One permanent benchmark must be set at each extremity of the job in places where they will not be disturbed by construction. For projects over 1000 feet long, permanent benchmarks shall be set at the extremities and a minimum of 700 feet apart and a maximum of 800 feet apart. Typical Benchmarks on permanent objects includes: steps, settlement cuts on brick buildings etc. or by setting copper plugs in concrete posts if other appropriate fixed points are not available. Benchmarks shall be referenced to the appropriate datum for the borough in which the work is being done. The required method of obtaining elevations is differential leveling. The accumulative error in benchmark elevations shall not exceed 0.002 feet per set-up. A minimum of two (2) Borough President Bench marks must be tied to and verified for each project. When benchmarks exceed maximum accumulative error, other benchmarks must be reconnoitered and measured until found benchmarks meet accumulative error specifications. All set benchmarks must be accompanied by a sketch and accurate description so as to be easily recoverable. All turning points shall be accurately described. If electronic differential leveling is to be used, the Consultant shall provide a sample printout for approval before proceeding with work. Using other methods to obtain elevations such as Trigonometric, Reciprocal leveling and or methods using GPS equipment is allowable, but must be pre-approved in writing by the Commissioner before work commences.

### **4. Horizontal Control**

A traverse shall be established to tie in all aerial controls. All traverse points shall be permanent marks such as; cuts in concrete, Monuments as required in undeveloped areas, pre-existing borough monuments, masonry nails, re-bar or pipes with survey cap in grass area etc. All permanent marks (baseline/traverse control) shall be witnessed to three permanent structures in three separate quadrants, and measured to the nearest one hundredth of a foot (0.01'). The allowable minimum error (precision of closure) in the traverse after angular adjustment shall be 1 in 50,000. Measurement methods, other than electronic Total Station, such as using GPS equipment is allowable, but must be pre-approved in writing by the Commissioner before work commences.

## **F. REQUIREMENTS FOR UNDEVELOPED AREAS**

1. In undeveloped areas such as park areas, all topographic information shall be obtained within the width of the Right of Way as shown on the Final City Map of the proposed project or where no map exists, information shall be shown within a width of 50 feet on each side of the Centerline of the proposed project.
2. Where the work is in an undeveloped area, the survey work shall include the establishment of a baseline and benchmarks according to the following requirements:
  - a. The baseline shall be established with concrete monuments at beginning, ending and angle base line points and shall not be spaced more than 780 feet apart. Monuments are to be established by making cut marks on fixed object (curbs, sidewalks, etc.) where possible. Where fixed objects are unavailable, concrete monuments are to be set as described in (B) below. The allowable minimum error (precision of closure) in the baseline/traverse after angular adjustment shall be 1 in 20,000.
  - b. Concrete Monuments - Monuments shall be of concrete, 4"x4", 4 feet in depth, flush with natural ground.
  - c. Monuments shall be located so that they will not be disturbed during construction of the Capital Project. A copper plug shall be set in the top of the concrete cylinder portion of the monument or may be substituted for another type of marking as pre-approved by the Commissioner.
  - d. Horizontal and Vertical Control specifications must be met as described in section D and E.
  - e. Sufficient fixed witness points shall be set for each base line monument far enough away so that construction operations will not disturb them.
  - f. Cross-sections stationing along the centerline baseline shall be taken at 50 feet stationing, centerline of intersecting streets, R.O.W. lines at each intersection, curb line(s) at each intersection, all breaks in grade. Stationing elevations shall be taken at the building line(s), fence lines, encroachment lines, top and bottom of curbs or edge of pavement (including malls), ¼ points of all roadways widths, center line of street, front and back edges of ribbon sidewalks, possession lines, and widening lines(s) where applicable.

## **G. BASELINE MAP FOR UNDEVELOPED AREAS:**

1. Where the work is in an underdeveloped area, a map showing the base line shall be prepared. The map shall show the base line with all cuts and witnesses for each base line monument. If necessary, enlarged details shall be drawn to show the witnesses. Borough President monuments shall be shown with their coordinate. Distances between cuts, base line angle and coordination of angle points on the base line shall be included. The map shall give descriptions of the benchmarks and their elevations with respect to the borough datum plane.
2. The map shall be at 1"=30' scale, on 28"x40" size drawing, properly titled with a reference to the proper datum plane, scale and date included

## **H. RECORD MAINTENANCE**

1. The Consultant shall keep all field notes and office computations in a neat and orderly manner, and clearly indexed. These field notes and computations shall be open for inspection and checking during the course of the work and shall be available for review thereafter. The Consultant shall, at all times, cooperate with the Commissioner for such checking of field work as may be necessary.
2. The Consultant is required to keep copies of ***all*** submitted documentation for a minimum of six years after contract is fulfilled for the Department to access upon request. During the contract period, upon request, the Consultant shall provide the Commissioner/representative with legible copies of all field notes on standard loose leaf field book that contain standard survey formats. Notes on the drawings shall refer to field book number and respective pages.

## **I. PREPARATION AND SUBMISSION OF DRAWING**

1. The Consultant shall prepare drawings for the specified locations of the proposed Capital Project by means of Computer Aided Design and Drafting System (CADD).
2. All surveys in this contract shall be plotted on a CADD system and the computerized drawings shall be submitted in AutoCAD 2004 or latest edition "DWG" format. Data files shall be submitted in ASCII format. Drawings shall be layered in accordance with current Department requirements. Use of x-refs are prohibited.
3. All drawings shall conform to the Department standards, which include object naming conventions and integrity, special line style, symbology, character styles, layering conventions, file names and drawings codes.
4. All electronic media shall be sent on CD-ROM.
5. All media shall be clearly labeled and a listing shall be provided along with the media to verify contents of media.
6. The Commissioner will provide samples of linestyles, character styles, symbology, object names and allowable layers.
7. The Consultant shall also supply the following information:
  - a. A key plan on the cover sheet with areas delineated and numbered corresponding to the areas and sheet number of the Survey with the legend, shall be shown. For projects of 4,000 linear feet or more, the key plan shall be prepared by the Consultant. The layout and sheet numbering of the project area will be reviewed by the Commissioner for sufficiency of design purposes before submission of preliminary survey drawings. Layout must be approved in writing by the Commissioner before submittal of preliminary survey drawings.
  - b. All maps, records and documents used in the preparation of the completed survey, including all available records of public and private utilities within the project limits.
  - c. The Consultant shall submit to the Commissioner all original survey field notes.
8. The Utility Profile shall be plotted under the corresponding Plan view.

9. Where the work requires only one sheet, the sheet shall be arranged so that sufficient space is available for notes legend, and key plan.
10. The Plan and Profile drawings shall show a match line to tie together areas depicted on different sheets.
11. Where more than one sheet is required, the sheets shall be numbered consecutively.
12. All individual locations shall show the North Meridian oriented to top of drawing or to right margin of the drawing.

#### **J. CLEAN BASE PLANS**

1. The Consultant shall prepare Clean Base Plans - which shall be graphic representation of the project that is suitable for use as a base plan set for the development of Schematic, Preliminary, and/or Final Contract Documents. Graphic elements that shall be shown include mapped right-of-way lines (including lengths, block interior angles and ROW widths, Legal Grades), property lines, possession lines, lot lines, Block and Lot numbers, house number, buildings (including number of stories, type and usage), ancillary development, street/sidewalk hardware (manhole covers, poles, etc), existing curblines and edges of pavement, bulkhead and pier head lines, limits of wetlands, easements, trees, theoretical centerline baseline with stationing, and north arrow.
2. Text elements shall be limited to street names, stationing, and other "NECESSARY" items. Generally, elements to be excluded include, but are not limited to: elevations, lane lines, redundant text, "condition" text. There shall be no labeling of walks, grass, etc. The Consultant shall submit a "one-sheeter" sample for approval prior to the development of the Topographic Program. No elevations will be shown on this plan. The base map shall be plotted on a separate 28"x40" (F) size with a horizontal scale of 1"=30'.

#### **K. TOPOGRAPHICAL PLAN**

1. The Topographical Plan(s) shall be plotted by superimposing the Topographic Survey data on to the Clean Base Plan.
2. Inverts and Rim (center of the cover) elevation shall be shown for sewers and catch basins. All street surface elevations as described in section C.1 "f" shall be shown. Elevations shall be shown on City owned "irons" only (not on private utilities). Legal grades shall be shown. Separate spot elevation drawings shall be produced where a full data plotting would produce a "crowded" presentation - as directed by the City.
3. Topographical Plan(s) limits shall be coincident with the topographic survey limits and as herein defined - including the nearest connected manhole outside the project limits.
4. The Topographical Plan(s) shall be of 28"x40" (F) size, and the scale of the drawings shall be 1"=30'. The scale shall be shown below the Plan view.

## **L. UTILITY PLAN AND PROFILE**

1. The Utility Plan(s) shall be plotted by superimposing the Utility data on the Base Plans excluding all shown elevations in the Plan view (except for Legal Grades, which must be shown both in Plan and Profile view).
2. The Utility Profile(s) generally shall include cross sections of all sewer manholes, and all sewer pipes which are shown on the utility plan (excluding those on side streets). In addition, rim and invert elevations for all shown manholes, and invert elevations, sewer type, size, and pipe material for all shown sewer pipes must be indicated. Legal grade and roadway center line profiles must also be shown on the utility profile. .
3. Sewer and Water utilities shall be identified by approved line type with the following information identified: type of utility, size, configuration, etc.
4. Existing and/or "From Record" Sewer and Water utility lines shall be indicated and plotted to scale with approved line types.
5. Inverts and Rim elevation shall be shown for sewers in Profile view only.
6. Profile(s) limits shall be coincident with the topographic survey limits and as herein defined.
7. The Profile shall be plotted under the corresponding Plan view on a sheet of 28"x40" (F) size, and the scale of the drawings shall be 1"=30' Horizontal and 1"=5' Vertical. The scale shall be shown below the Profile view on the drawing.
8. The drawings shall contain a statement of the datum planes for elevations.
9. R.O.W. centerline baseline stationing shall be shown in the Plan view.
10. Labeling of physical features is required on this plan.
11. Legal Grades shall be shown on both Plan and Profile view.
12. Water Main profile shall be shown when existing water mains are greater or equal to 24" in size.

## **M. HIGHWAY PROFILE DRAWINGS**

The Consultant shall prepare separate profile drawings satisfying the following parameters:

1. The plotting of highway profiles shall include drawing to scales to be determined by the Commissioner, which shall generally include:
  - a. A horizontal scale, which is to be consistent with the horizontal scale selected for the Topographic Survey. (Current generally adopted scale is 1"=30')
  - b. A vertical scale which shall be customized to reflect the specific site and which shall require pre approval by the Commissioner. Datum planes shall be customized for each profile. (Current generally adopted scale is 1"=2')

2. Match lines shall coincide with those utilized for the plotted topographic survey(s). In addition, profiles shall be extended beyond match lines in either direction, as required, to include the adjacent intersection.
3. Legends and labels shall be drafted on each sheet along the length of the profile to ensure its clarity.
4. Two or more sets of profiles will be required for each street: either the Northerly and Southerly or Easterly and Westerly.
5. The following profile lines shall be plotted for each profile set: Center Line of existing roadway, Top of Curb, Bottom of Curb, Encroachment Line/Back of Sidewalk Line, Building Line, Property Line, Possession Line/Widening Line, and Legal Grade, unless otherwise approved by the Commissioner.
6. Each profile set shall contain numerical elevation values plotted and drafted for each profile line for all captured cross-sections, points, spot elevation and, shall include the location and size of fronts of buildings, abutting the street, identified by house number together with full length plotting of first floor elevations, doorways, entranceways, garage floors, loading docks and bays, and overhead structures.
7. All profiles shall be plotted on screened grid, clearly labeled and stationed with numerical axis values shown. Legend of line types shall be shown on each profile sheet.

**N. SURVEY CONTROL MAP**

1. A 1"=50' scale plot (or scale suitable to DDC) of the traverse showing angles and/or bearings, elevations of points, point number and coordinates of points, distances of the traverse lines, and nearest street names, along with the designation and type of points, shall be shown.
2. Witness ties to Horizontal Control shall be plotted separately at a smaller scale.
3. The above plan shall be submitted along with the field notes when submitting the preliminary drawings.

**O. DOCUMENTS TO BE DELIVERED**

The following survey materials shall be delivered to the Commissioner on completion of survey:

1. All computations (Raw data files and all electronic files supporting the survey) and all original field notes - shall be permanently bound, sharp, clear, crisp, clean and "fixed", dated, suitably indexed and in a format as approved by the Commissioner, signed and sealed with original seal and signature by a New York State Licensed Land Surveyor.
2. All computations (Raw data files and all electronic files supporting the survey) shall be submitted on CD ROM.
3. All original notes and all utility drawings, plans and plates, including but not limited to the following:

- a. All As-Built Sewer Information, including As-Built ` structural details of chambers.
  - b. All utility plates (electric, telephone, gas and fire, cable, etc. from affected utility).
  - c. All NYC Transit Authority Information (including Conrail, Amtrak, Metro-North and LIRR), including electric ducts and structures as available from Transit Authority within 25' beyond the project limits.
  - d. All Water Main Information, including schematic distribution plans [DDM(s)], tap cards, and Field cards from DEP.
  - e. Section and Final Maps obtained from Borough President's Topographical Section.
  - f. All relative information from NY State DOT Highways (as-built drawings etc).
  - g. Tax maps, Alteration maps, monument worksheets, Final Sections etc.
4. Where the Consultant employs electronic surveying methods he/she shall provide a description of computer programs employed, the equipment used in connection with the survey, the CADD drawing and survey data files, and the survey computations - all in a format and medium to be pre-approved by the Commissioner.
  5. The Consultant shall identify and provide the Commissioner with original working copies of all survey data source/reference material.
  6. When using aerial photography for the survey, consultant must supply DDC with the actual photo of the color and/or black and white photo. If digital photo, it can be delivered in a translatable file JPEG, BMP etc. In addition the Consultant shall deliver the electronic file of the planimetric information which was based on the photo (translatable to AutoCAD format).

**P. PRELIMINARY SUBMITTAL**

Four (4) sets of preliminary black and white prints of the legend sheet, Clean Base Map, Topographical Plan, Utility Plan and Profile, Highway Profiles, and Survey Control drawings including all traverse/baseline (and undeveloped area baseline, if applicable) drawings (Stamped Preliminary in RED), shall be submitted to the Commissioner for approval. Included with the preliminary drawings all deliverables, as described in section "O", shall be submitted along with dated transmittal letter. The transmittal shall be referenced to all job naming conventions such as: Project Capis ID. number, Project name, Contract Capis ID. number, and Contract Borough.

**Q. FINAL SUBMITTAL**

Upon acceptance of the preliminary Clean Base Map, Topographical Plan, Utility Plan and Profile, Highway Profiles, and Survey Control drawings, the Consultant shall hand deliver to Commissioner, the following:

1. A complete set of the plotted legend sheet, Clean Base Map, Topographical Plan, Utility Plan and Profile, Highway Profiles, and Survey Control drawings including all traverse/baseline (and undeveloped area baseline, if applicable) drawings, in ink, on reproducible drafting film (mylar, 4 mil) with original signature and seal of approved New York State Licensed Land Surveyor.

2. Two (2) sets of paper prints of the plotted Clean Base Map, Topographical Plan, Utility Plan and Profile, Highway Profiles, and Survey Control drawings including all traverse/baseline (and undeveloped area baseline, if applicable) drawings with original signature and seal of approved New York State Licensed Land Surveyor.
3. All electronic data and drawing files for the Final drawings and the survey Control Traverse, Topographic Survey in the required formats (AutoCAD 2004 or latest edition and ASCII).

#### **IV.III TRAFFIC STUDY PROGRAM**

1. Under this task the Consultant shall incorporate the traffic data and traffic analyses requirements of all other tasks included in the Specific Requirements of this Contract and develop a Traffic Study Program to supplement any available traffic data and traffic analyses as necessary. The Consultant shall:

- a) Review any available traffic counts, any traffic analyses performed previously, any available accident data and analyses, and determine the adequacy of and need to update such data and analyses to meet the requirements of this Design program.
- b) Identify the number of additional twenty-four (24) hour traffic counts and/or peak hour manual turning movement/vehicle classification counts needed and the locations at which such counts are to be taken. Twenty-four (24) hour Automatic Traffic Recorder count shall be taken for typical continuous seven days or as directed by the Commissioner.
- c) Identify the additional research and analysis of accident data that is needed to provide for the proper completion of the other Tasks included in the Specific Requirements of this Contract.
- d) Provide for turning counts at all signalized intersections and at unsignalized intersections that exhibit operational and safety problems.
- e) Indicate all existing lane delineations and study and revise the existing markings as required at locations within the project limits, including all terminal intersections.

2. The Consultant shall submit the proposed Traffic Study Program to the Commissioner for review and approval.

3. The Consultant shall submit, for approval, the names and experience portfolios of all persons and subcontractors proposed for use in connection with the obtaining of traffic counts prior to start of work.

4. Upon approval of the proposed Traffic Study Program, by the Commissioner, the Consultant shall perform the required twenty-four (24) hour (or otherwise approved duration) mechanical counts and/or manual counts to determine traffic volumes, to provide data for level of service analyses, signal warrant studies, pavement design(s), and to determine the percentage of truck volumes as necessary. The Consultant shall manually count the traffic characteristics as they pertain to percentage of trucks.

5. The Consultant shall research the accident records of the New York City Police Department and the New York State Department of Transportation to obtain the latest available (three year period) accident data for vehicular and pedestrian accidents at all intersections and mid-blocks within project limits including all terminal intersections and contiguous to the project limits where needed. In addition, the consultant shall identify all intersections (signalized and unsignalized) within the project limits including all terminal intersections with five or more pedestrian accidents occurring within any of the three study year and make recommendations for appropriate mitigations.
6. The Consultant shall contact the respective Borough Traffic Engineer for records of all outstanding traffic related complaints submitted by the Community Board(s) having jurisdiction over the project area, for consideration and mitigation. Copies of all correspondence for such inquiries shall be sent to the NY City DOT Assistant Commissioner, Division of Signals and Markings.
7. The consultant shall contact the Department of City Planning for information about any present and future development projects located within or at the close proximity of the project limits that can have potential impact on traffic throughout the project area.
8. The consultant shall consider the traffic generators, land use, zoning, bus routes, etc. that can impact the present and future traffic operations, and incorporate information with appropriate maps in the report.
9. The Consultant shall visit the site and familiarize himself/herself with the site conditions, analyze the latest available accident data to determine accident patterns and probable contributing factors, and shall identify all substandard conditions contributing to the accidents, and propose appropriate mitigation measures.
10. The Consultant shall prepare signal warrant studies for unsignalized intersections that exhibit operational and safety problems in accordance with the approved Traffic Study Program.
11. The Consultant shall perform existing and future level of service analyses for all signalized intersections as well as all unsignalized intersections that warrant signals, including those at terminal intersections and those with high accident rates. Accordingly, the Consultant shall recommend appropriate mitigation measures as required.
12. The Consultant shall determine the future level of service based on the Consultant's projection of traffic volumes over the next twenty years from the Estimated Time of Construction Completion (ETC+20) and on any new lane(s) configuration proposed under the Schematic Geometric Design Task of the Specific Requirements of this Contract. Future level of service analysis shall be performed for no-build condition and the build condition. The growth rate used in determining the projected traffic volumes shall be subject to approval by the Commissioner.
13. The Consultant shall submit his findings and recommendations from the various studies performed under this task in a Traffic Study letter report to the Commissioner and shall revise the report in accordance with comments provided by the Commissioner.
14. Upon acceptance of the Traffic Study report by the Commissioner the Consultant shall incorporate the results and recommendations of the traffic study into the other tasks included in the Specific Requirements for the Project.

#### IV.IV HARDWARE AND BASIN CONDITION INVENTORY

1. Under this task The Consultant shall prepare hardware condition inventory of all existing City-owned (includes public authorities) manholes, catch basins/inlets, valve boxes, seepage basins, etc., and all related hardware (including frames, adjustment rings, and covers) indicated on the topographic survey for the project area.

2. The Consultant shall visit the site and verify the existence of all City owned hardware (including public authorities) shown on the topographic survey for the project area, reconcile any City-owned hardware discrepancies, and show on the topographic survey all hardware discrepancies found. In addition, the consultant shall perform a visual inspection of the interior/exterior of all existing City-owned hardware, as indicated above and shall:

- i) Identify the Size of manhole covers (not including the frame), condition of manhole covers and frames, material (brick/concrete/other) and condition of manhole structures;
- ii) Identify the size and type of basins/inlets, with or without curb piece, condition of frame, grating & curb piece, material and condition of basin structures, determine if catch basin has a hood over the connecting pipe;
- iii) Identify the Owner/Agency responsible for a particular piece of hardware;
- iv) Make reasonable attempts to sufficiently clean catch basins/inlets, manholes and seepage basins within the project limits where debris interfere with the inspection, and if not feasible, determine the need for cleaning of the structure;
- v) Identify each manhole, catch basin/inlet, valve box, seepage basin, etc. inspected, by station and offset. If the plans with baseline stations are not available, all existing City-owned hardware as indicated above shall be located and referenced to the existing permanent objects/structures, and be identified on the plans;

3. The Consultant shall use the following criteria, when evaluating the condition of the hardware:

<u>ABBREVIATION</u>	<u>CONDITION</u>	<u>DEFINITION</u>
G	Good	Hardware is complete, all markings are clearly visible, sharp and appear new/fresh.
F	Fair	Hardware may have been chipped, etc. but this does not interfere with its functioning, markings are clearly visible/readable, no rocking, parts fit tightly together.
P	Poor	Rocking covers, misfitting covers, markings have substantially disappeared, worn frames.
B	Broken	Frame or cover broken, any visible parts are cracked, etc. which affect functioning.

4. The Consultant shall prepare and submit the hardware inventory incorporating all information indicated above, in tabular format.

The Consultant shall also submit with the inventory table, an appropriately reduced scaled drawings of the project area that clearly indicate all identified manholes, catch basins/inlets, valve boxes, seepage basins, etc. reflected on the inventory table.

5. The Consultant shall perform the visual inspection of the existing manholes, catch basins/inlets, valve boxes, seepage basins, etc. as an independent task. If the Consultant for his/her own convenience elects to perform the said inspection in conjunction with another assign task in the project, he/she shall be required to obtain approval from the Commissioner for doing so, prior to performing the inspection.

#### **IV.V SUBSURFACE EXPLORATION PROGRAM**

A. Under this task the Consultant shall provide for the preparation of a Subsurface Exploration Program in conjunction with the Project. The Consultant shall perform soil borings, test pits and test strips, retrieve soil samples, analyze and classify soils, make subsurface investigations and perform geological research to provide soils data that is needed to complete the work required under all tasks that are included in the Specific Requirements for the Project.

B. The Consultant shall develop and prepare a subsurface exploration program indicating boring, test pit and test strip locations proposed. This subsurface exploration program shall be coordinated with any subsurface data provided by the City, and with any sub-surface data available from various public/private utilities, and shall incorporate all the boring, test pit and test strip locations developed for all tasks included in the Specific Requirements of the Design program. The proposed Subsurface Exploration Program shall be submitted to the Commissioner for review and approval.

C. The Consultant, complying with applicable City/State/Federal regulations, shall retain the services of a qualified boring contractor to obtain the required borings and two (2) inch split spoon soil samples, and shall provide supervision of said boring work. The Consultant shall provide for payment of required street opening permits. The boring subcontractor shall be required to provide a plumber's bond in accordance with current Department of Transportation requirements.

D. The Consultant, complying with applicable City/State/Federal regulations, shall retain the services of a sub-contractor to excavate required test pits, and shall provide supervision of said test pit work. The Consultant shall provide for payment of required street opening permits. The test pit sub-contractor shall be required to provide a plumber's bond in accordance with current Departmental requirements. The Consultant shall note and record the conditions of structures and facilities exposed by the test pits by taking measurements, making sketches and taking photographs.

E. The Consultant, complying with applicable City/State/Federal regulations, shall retain the services of a qualified soils laboratory to classify the soil by sieve analysis in accordance with the Unified Soil Classification System, to perform permeability tests as needed along the thirty (30) foot deep borings, and to ascertain the elevation of the existing groundwater table.

F. The Consultant shall make a visual and olfactory examination of the soil samples retrieved from the borings to determine the existence of noxious odors or other indicators of the presence of material that may be classified as hazardous.

G. Data obtained from the boring program shall be recorded in a format approved by the City and shall indicate soils information obtained and layer thicknesses encountered.

H. A photographic record of the soil samples retrieved shall be made for each boring.

I. Soil samples shall become the property of the Consultant and shall be stored in a secure location until all construction work has been completed and all related claims settled. The Consultant shall be responsible for the disposal of the soil samples. Storage and disposal of soil samples shall be in accordance with all applicable laws, rules and regulations.

J. Subsequent to review and acceptance by the Commissioner of the data obtained, the Consultant shall coordinate/incorporate the results of the subsurface exploration program into the relevant tasks that are included in the Specific Requirements for the Project.

#### **IV.VI RAILROAD AND ABANDONED TROLLEY FACILITIES RESEARCH**

1. The consultant shall research available records regarding abandoned railroad facilities and trolley trackage within the project limits. the consultant shall search the following record sources: the New York City Public Library reference desk, N.Y.C. Transit Authority, private utilities, historical societies, trolley museums.

2. The Consultant shall prepare an inspection/research form for each source, listing documents searched, date, time and results; individual forms shall be packaged into a technical supplement format.

3. The Consultant shall select and coordinate the location for test pits to ascertain the existence, nature, extent and location of abandoned railroad facilities and trolley trackage.

4. The Consultant shall combine the test pit program with any additional Subsurface Exploration Program required under separate tasks included in the Specific Requirements for the Project.

5. The Consultant shall provide field verification and field observation during test pit operations to ensure that all relevant available data is recorded at each test pit location.

6. The Consultant shall document each test pit in a format to be approved by the City.

7. The Consultant shall incorporate any abandoned railroad/trolley system data into the contract documents.

8. The Consultant shall design and incorporate any necessary abandoned railroad/trolley track work into the contract documents and fully coordinate the plans, specifications and estimates.

#### **IV.VII ROADWAY PAVEMENT DESIGN**

1. Under this task the Consultant shall prepare roadway pavement design(s) to be performed in conjunction with the project.
2. The Consultant shall group the street locations and perform separate pavement designs for each group based on soil conditions and traffic volumes. As many as three (3) separate pavement designs may be required.
3. The Consultant, utilizing the traffic count data obtained under the Traffic Study Task included in the Specific Requirements for the Project, shall determine the appropriate traffic parameters to be used in conjunction with the AASHTO Pavement Design Guide. The Consultant shall integrate/evaluate the results of the mechanical traffic counts and/or manual turning counts provided, and any additional counts obtained under any other design/study element of this Total Design program with data obtained from the Department's Bureau of Traffic, where applicable, as well as from other sources.
4. The Consultant, utilizing any soils data provided by the City, soils data obtained under the Soils Investigation Program provided for in this Contract and taking into consideration the fill requirements for reconstructing the roadways to the proposed grades, shall determine the appropriate soil parameters to be used in conjunction with the AASHTO Pavement Design Guide, as specified herein. The Consultant shall review the soils data provided and any additional soils information obtained under any other task in this Design program as well as from other sources, as available.
5. The Consultant shall develop alternative pavement designs in accordance with the "AASHTO Interim Guide for Design of Pavement Structures, 1972" as currently amended by applicable Departmental Design Directives.
6. The Consultant, using the selected "best fit" soils and traffic count parameters as developed above, shall develop alternative designs for a rigid pavement, a flexible pavement, and a composite pavement for the listed streets and street segments. The design recommendations shall include, but not be limited to, pavement composition, pavement thickness and subgrade treatment.
7. The Consultant shall prepare a Pavement Design Letter Report containing a summary of all tests, classifications and analyses performed in conjunction with the pavement design. This report shall include, but not be limited to, such information as: existing pavement thickness, blow counts, boring logs, soil strata, soil classification, geological research data, traffic volumes, truck percentages, soil parameters, traffic parameters, design assumptions, alternate pavement designs for representative street groups/segments (based upon traffic and soil characteristics), and the design recommendations.
8. The letter report shall be submitted to the Commissioner for review and approval, the Consultant shall incorporate the approved pavement(s) into the Final Design Contract Documents.

#### IV.VIII SCHEMATIC GEOMETRIC DESIGN

1. Under this task the Consultant shall prepare Schematic Geometric Design alternatives for the project street(s). The Schematic Geometric Designs shall indicate the proposed geometry of the roadway(s) including roadway widths, traffic lane(s), bike lane(s), bus lane(s), parking lane(s) and sidewalk width(s), pedestrian mall areas, mathematized alignment data that is sufficient to define alignment and layout in field, and pedestrian crosswalk locations. The Schematic Geometric Designs shall include the preliminary design of street grades and street drainage. The Schematic Geometric Designs shall indicate all necessary provisions for the channelization of traffic including all necessary pavement markings for vehicular lanes delineation and lane widths, pedestrian crossings and channelization and shall be developed within the limits of the mapped right-of-way. The Schematic Geometric Design Alternatives shall include alternate roadway and sidewalk widths, to accommodate traffic in the project street(s), and shall indicate any distinctive roadway and sidewalk treatments proposed including, but not limited to special pavements, lighting, bollards, benches and landscaping.

2. In preparing the Schematic Geometric Design alternatives the Consultant shall:

a) Study the traffic data that is available and/or collected under this Design program, including traffic counts, accident data and level of service analyses for vehicles and pedestrians, and shall develop the design alternatives to mitigate and or eliminate any adverse safety, operational or substandard conditions which can be identified from the data analysis.

b) Coordinate the proposed schematic geometric design alternatives to meet the geometry and proposed geometric configuration of intersecting streets.

c) Design preliminary grades and street drainage; including preliminary top of curb elevations, preliminary roadway and sidewalk cross slopes, preliminary catch basin locations, and basin connections. Assess the impact of proposed preliminary design grades on private property, street drainage, subway structures; and modify and adjust the preliminary design grades to minimize adverse impacts identified.

d) Analyze the proposed schematic geometric designs and any other schematic geometric designs proposed by the City for the project streets with respect to their impact on existing trees, existing property, landscaping, access/egress of existing development, aesthetic treatments, acquisition needs, other City Agency's facilities and private utility facilities. The Consultant shall give special attention to the impact of proposed grades on adjacent property including, but not limited to, the drainage of such properties.

e) Prepare, graphically, an impact assessment plan (using a color-coded approved format) showing Right-of-Way and Possession Lines, and items requiring removal for each alternative under consideration.

f) Prepare an impact assessment report summarizing and quantifying the above impacts using a combination text and graphic format (full size continuous plan sheets employing multi-color display of impact types superimposed over screened clean Base Plan), and including cross sections, proposed and Legal Grades, and other details as needed to clarify design impacts/issues/concerns that have been identified.

- g) Identify any requirement to perform an Environmental Assessment in accordance with applicable New York City and or New York State Environmental laws and regulations (CEQR, SEQRA) that may result from the proposed design.
- h) Make every reasonable effort to mitigate all negative impacts, and make recommendations to the Commissioner on the selection of a specific schematic geometric design alternative.
- i) Submit hard copy of the Schematic Geometric Design alternatives for review and present the alternative schemes to the Commissioner, including the impact assessment for each abutting property.
- j) Present the schematic geometric design, selected by the Commissioner, to the Bureau of Traffic for review and approval, and incorporate review comments received from the Bureau of Traffic as directed by the Commissioner.
- k) Submit the schematic geometric design, selected by the Commissioner, to the private utility companies that own and operate facilities within the project and request their preliminary assessment of the impact that the proposed schematic geometric design will have on their utilities and the measures that they proposed to mitigate the identified impacts.
- l) Upon acceptance of the final Schematic Geometric Design and mitigation package by the Commissioner and upon receipt of written notice to proceed from the Commissioner, the Consultant shall present jointly with the Commissioner, the recommended schematic geometric design and impact mitigation proposals to the affected Community Planning Board(s) at a formal public meeting/hearing. The presentation shall include display boards and or projections that are sufficiently detailed to clarify the work and design proposals.
- m) Modify the Schematic Design and impact mitigation proposals, based on comments received from the Community Board and private utility companies as directed by the Commissioner.
- n) Upon receipt of written notice to proceed from the Commissioner commence other work in conjunction with the Final Design program.

#### **IV.IX ACQUISITION STUDY AND MAPPING**

A. Under this task the Consultant shall provide for the preparation of an Acquisition Study and for the preparation of Acquisition and Damage Maps in connection with the acquisition of property, to be performed in conjunction with the Project.

B. The scope of work for the Acquisition Study shall include review of all design recommendations indicated in the modified Preliminary Design Report; collection of all pertinent tax payment and ownership data; (identification of properties that must be acquired by the City), investigation of the possibility of acquiring properties through Corporation Counsel Opinions (CCOs), obviating the need for formal acquisition procedures; preparation of an Acquisition Study Report; obtaining CCOs, where practicable; and attending all conferences, meetings and hearings, as required, to provide necessary engineering expertise to secure approvals.

C. The scope of work for Mapping shall include obtaining additional topographic survey data, and preparation of Acquisition and Damage Maps. No work shall begin on the preparation of Acquisition and Damage Maps pending approval and written authorization from the Commissioner.

#### D. ACQUISITION STUDY

1. The Acquisition Study shall analyze the problems involved in the acquisition of properties. It shall ascertain which properties are required for the proper construction of a roadway and whether these properties can be acquired through the use of CCOs. In addition, it shall deal with the impact of possible delays in obtaining acquisitions on the construction program.

2. The Consultant shall conduct surveys and studies and assemble data, including but not limited to the following:

(a) The probable cost of the acquisitions (in dollars).

(b) Any unusual problems, identified, that may be encountered in the acquisition of individual properties.

(c) The probable length of time involved in the actual acquisitions.

3. The Acquisition Study Report shall include the study and analysis of the data assembled, including all recommendations of the modified Preliminary Design Report.

4. The Report shall recommend which locations shall be handled by CCO, which through regular acquisition mapping procedures, and the limits of the areas that should be acquired to allow for construction to be undertaken in accordance with the designs developed under this contract.

5. The Report shall include all sketches, maps, etc., that may be necessary in the presentation of the proposed mapping and subsequent acquisitions.

6. The Report shall include a program, complete with a time schedule, to obtain necessary surveys and data, and to prepare Acquisition and Damage Maps.

7. Identify any requirement to perform an Environmental Assessment in accordance with applicable New York City and/or New York State Environmental laws and regulations (CEQR, SEQRA) that may result from the proposed design.

8. Upon completion of the Acquisition Study, the Consultant shall prepare and deliver his findings and recommendations to the Commissioner in letter-report format.

9. Upon review and acceptance by the Commissioner of the Acquisition Study Report, including approval of the recommendations contained therein, the Consultant shall prepare the necessary documents and back-up material to enable the Commissioner to request the required Corporation Counsel Opinions.

10. The Consultant shall assist the City with his engineering expertise in obtaining the CCOs as well as acquisition by Eminent Domain Procedural Laws. He shall attend necessary conferences and meetings, upon the request of the Commissioner, to present all necessary engineering data, and prepare additional backup material, as required.

E. MAPPING.

Upon approval of proposed acquisition by the Commissioner, the Consultant shall:

1. Establish liaison with the Office of Land Use Coordination of the Department of Transportation.

2. The Office of Land Use Coordination will direct the Consultant to the Office of the Borough President, and to any other involved agency for instructions as to the technique and format of the proposed mapping.

3. The Consultant shall assemble all plotted surveys, profiles and other existing engineering data.

4. The Consultant shall obtain any additional survey information that is necessary.

5. The Consultant shall research and review available reports, designs and documents prepared by the City or other jurisdictions relative to the site or area.

6. The Consultant shall research and review all existing street mapping and legal grade systems relative to the site or area.

7. The Consultant shall prepare the maps in accordance with the instructions of the Office of the Borough President and any other involved City agency, and shall coordinate his work as it progresses.

8. The Consultant shall modify the maps as required by the Borough President until final approvals are obtained.

9. Originals of plans and maps shall be delivered to the required City agency, upon the instructions of the Commissioner.

F. ACQUISITION. The Consultant shall assist the City with his engineering expertise during the Acquisition procedure. This shall include, but not be limited to, the following:

1. Participation in all conferences and meetings on the acquisition, upon request of the Commissioner.

2. Attend public hearings, upon request of the Commissioner, to present the engineering background necessary.

3. Prepare reports, documentation, drawings or back-up material necessary to advance the proceedings.

G. Use of Existing Topographic Survey

1. The Consultant shall make use of the information gathered and plotted under the Topographic Survey Task included in the Specific Requirements of this contract.

#### H. ADDITIONAL SURVEY

1. In the event that additional survey information is needed in conjunction with the Acquisition, additional survey shall be performed, and the results plotted on the previously plotted Topographic Survey. All additional plotting shall be performed in conformity with original survey plotting.

2. The Additional Topographic Survey shall obtain all property lines, lot lines, curb lines, structures, encroachments, and other data necessary to complete the property Acquisition and Damage Maps. A licensed land surveyor, who is familiar with the particular acquisition requirements of the county in which the work is being performed, shall certify the additional survey.

I. DELIVERABLES. Upon completion of the Acquisition Study, and the Acquisition and Damage Maps, the Consultant shall hand-deliver to the Commissioner the following:

1. One complete set of every Acquisition and Damage Map, in ink, on reproducible drafting film (or other reproducible material as specified by the Office of the Borough President).

The license and seal of a licensed land surveyor shall be affixed to the Acquisition and Damage Maps.

2. Five (5) sets of prints of every Acquisition and Damage Map.

3. All notes, studies, designs, analyses, drawings, calculations, data, etc., used in the preparation of the Acquisition Study and Mapping Task.

4. Copies of all correspondence to and from all agencies (City, State, Federal), Utilities, Community Planning Boards, and all others having jurisdiction or interest in the project or area.

5. Original survey notes and plotted survey tracings.

J. All original Topographic Survey information shall be dated, signed and certified to by a licensed surveyor. The License Seal of the surveyor and/or Registered Professional Engineer shall be shown on all plans, tracings and tabulation sheets.

K. All of the above material shall become the property of the Commissioner.

L. The acceptance and/or approval by the Commissioner of any part of the work as herein described shall not relieve the Engineer of responsibility for the completeness and/or accuracy of the Acquisition Study and Mapping prepared under this contract.

M. Upon review and acceptance by the Commissioner of the Acquisition Study Report, and upon the approval of recommendations contained therein, the Consultant shall incorporate the design requirements necessary to implement said recommendations into the Construction Contract Documents for the Project.

## IV.X QUANTITY AND COST ESTIMATING

1. Under this task the Consultant, utilizing the Schematic Geometric Design Drawings, and the Preliminary and Final Contract Drawings, shall prepare detailed Estimates of Quantities and costs for all pay items of work that are required under the ensuing construction contract at various stages of this design program. The Estimate of Quantities and costs shall be used as the basis for the detailed Consultant's Estimate for the project.

The Consultant shall prepare and submit an updated estimate of quantities and costs at the following stages of the project:

a) For Preliminary Design projects:

At the completion of Preliminary Design.

b) For Total Design Projects:

1. Phase 1: at the completion of Preliminary Design;
2. Phase 2: at Mass Mailing No. 1 (approximately 40% design completion);
3. Phase 3: at Mass Mailing No. 2 (approximately 75% design completion);
4. Phase 4: At 100% design completion for use in bid documents.

c) for Final Design Projects:

1. Phase 1: at Mass Mailing No. 1 (approximately 40% design completion);
2. Phase 2: at Mass Mailing No. 2 (approximately 75% design completion);
3. Phase 3: At 100% design completion for use in bid documents.

The Consultant shall revise and resubmit the estimate of quantities and costs in accordance with comments from DDC.

Where special materials and amenities are proposed the Consultant shall prepare a cost comparison of the standard materials versus the special materials and amenities proposed.

2. The Consultant shall prepare the detailed Consultant's Estimate in accordance with currently applicable Departmental standards and procedures.

3. The Consultant's Estimate of Quantities and Cost shall be prepared and documented on computation sheets which shall indicate:

- a) The estimator and checker's name (printed);
- b) The estimator and checker's signature or initials;
- c) Date that the estimate is prepared;
- d) The Project ID. and street name;
- e) Item number and description;

- f) The specific station(s) and/or location or limits of the item;
- g) Individual item summary sheets;
- h) The measurements (including units) and/or counts, and computations;
- i) List of all assumptions;
- j) Completely identify all/any reference source material in accordance with standard bibliographical format;
- k) Show all unit price adjustment factors.

4. Quantity take-off by CAD shall require preapproval from the Commissioner for methodology, programming and documentation.

5. Pay items and quantities for all Contract work shall specifically reflect the scope of work as defined in the contract documents.

6. Pay items and quantities for maintenance and protection of traffic work shall accurately reflect operations, staging, sequencing, working hours, weekend work, and conditions stipulated on the contract plans and in the specifications.

7. The Consultant shall provide a breakdown of the quantities and costs for the various items of work that are to be charged to each City agency's budget code(s) and to each private utility. Where participation by the State, Federal government and/or private parties is anticipated, a breakdown of costs chargeable to each is to be provided.

8. The Consultant shall prepare summary tables for all contract items - including quantities, unit prices, extensions and individual charges which shall be in sufficient detail to enable a reasonable projection of the project cost. The Consultant shall input this data into the Department's computerized scope/estimate program.

9. The level of accuracy for the estimate of quantities shall be rounded to appropriate whole multiples.

10. The Consultant shall prepare a composite Scope packet, in accordance with currently applicable Departmental standards and procedures.

11. The Consultant shall revise and update the Consultant's Estimate of Quantities and costs and to account for all revisions to the contract drawings and specifications required during the review and/or bidding process.

12. The Consultant shall coordinate and incorporate estimates of quantities and cost for private utility work that is to be included in this contract. Estimates of quantities and unit prices for private utility work will be provided by the respective utility companies. Estimates of quantities and unit prices for Gas Cost Sharing Work will be provided by the Department.

### 13. Payment:

Payment for this task shall be made at the completion of the various phases indicated below, contingent upon the Consultant's satisfactory completion of each phase, and submission of cost estimate, including all necessary back up documentation. The amount of payment for each phase shall be limited to the specified percentage of the total fee for "Quantity and Cost Estimating", as indicated below.

#### (A) Total Design:

- a) Phase 1: at the completion of Preliminary Design, payment shall be equal to 25% of total fee for "Quantity and Cost Estimating";
- b) Phase 2: at Mass Mailing No. 1, payment shall be equal to 25% of total fee for "Quantity and Cost Estimating";
- c) Phase 3: at Mass Mailing No. 2, payment shall be equal to 25% of total fee for "Quantity and Cost Estimating";
- d) Phase 4: at 100% design completion, payment shall be equal to 25% of total fee for "Quantity and Cost Estimating".

#### (B) Final Design:

- a) Phase 1: at Mass Mailing No. 1, payment shall be equal to 30% of total fee for "Quantity and Cost Estimating";
- b) Phase 2: at Mass Mailing No. 2, payment shall be equal to 30% of total fee for "Quantity and Cost Estimating";
- c) Phase 3: at 100% design completion, payment shall be equal to 40% of total fee for "Quantity and Cost Estimating".

If the Consultant fails to prepare and submit to the Commissioner the cost estimate for any of the above mentioned phases, or delays submission of the cost estimate without any justifiable reasons, an amount equal to the percentage shown for each phase will be permanently forfeited from the payments for non-compliance, and the total contract amount will be reduced by that amount, accordingly.

### **IV.XI STREET DESIGN INCLUDING STUDY AND DESIGN OF STREET GRADES, STUDY AND DESIGN OF STREET DRAINAGE, AND PERMANENT STREET SIGNS**

1. Under this task the Consultant shall study and design street components and appurtenances; incorporate the various design elements developed under the other tasks included in the Specific Requirements of this Contract; prepare Preliminary, Pre-Final and Final Contract Documents incorporating other agencies design work, including the obtaining of comments/approvals for submissions that are complete with specifications, estimates and other ancillary items; and that are ready for bidding.

2. This Street Design Task is the basic design element of the Final Design Program that is to be executed under this Contract. Under the Street Design Task the Consultant shall coordinate the technical details of all the tasks included in the Specific Requirements, including (a) Study and Design of Street Grades, (b) Study and Design of Street Drainage and (c) Permanent Street Signs into the street design, and consolidate them into one unified, Bid-Ready Contract Document. The Consultant shall not proceed with work on any Final Design Task without prior written approval from the Commissioner.

3. In studying and designing the street elements, appurtenances and other appropriate elements of this project the Consultant shall:

a) Be responsible for expediting and advancing the development, approval and acceptance of the final schematic design in conformity with the project objectives.

b) In addition to the programmed Mass Mailings No.1 and No.2 required herein, be accountable to initiate actions for incremental review(s) of the proposed designs by various agencies and interested parties, including follow-up meetings to obtain expeditious resolution of questions and concerns as needed to permit approvals and to meet the approved contract time schedule.

c) Design the street(s) and execute the associated tasks including the preparation of Preliminary and Final Contract Documents generally in accordance with the approved Schematic Geometric Design and, where applicable, the approved Schematic Landscape/Urban Design for the Project as developed in accordance with these Specific Requirements.

4. In preparing the Preliminary Contract Documents the Consultant shall:

a) Develop the Preliminary Contract Documents for the project street(s) and associated tasks, in accordance with the requirements of this and the other tasks included in the Specific Requirements of this Contract.

b) Develop the Preliminary Contract Drawings by superimposing the approved schematic geometric design on the "Clean Base Map", unless otherwise specified by the Commissioner. In general, the Preliminary Contract Drawings shall be in sufficient detail, especially the proposed roadway geometrics, to allow the interested parties to visualize the intended Final Design concepts.

c) Incorporate the plotted Utility Survey and plotted profiles into the Preliminary Contract Drawings as directed by the Commissioner, and utilize the information available from these documents to check design assumptions and potential interference with utility facilities, substructures and abutting properties.

d) Prepare the Preliminary Contract Drawings to generally comply with the following requirements and as otherwise directed by the Commissioner:

i) The drawings shall show the locations of existing physical features, both surface and subsurface, which may affect the proposed work.

ii) The drawings shall show the horizontal locations and vertical locations of all work proposed under this project. Horizontal locations shall be established by station and offset. Horizontal and vertical locations shall be within the limits of accuracy established in the plotted Topographic Survey developed during the Preliminary Design Stage and herein modified and updated, and shall be tied to the project baseline.

iii) The drawings shall show essential information, which shall include, but not be limited to existing elevations, proposed design elevations, street drainage proposals developed under Subsections (a) Study and Design of Street Grades, and (b) Study and Design of Street Drainage, block and lot numbers, street addresses, sections, details, notes, sketches, and any other information needed to fully define the proposed design, in accordance with currently applicable Departmental Standards.

e) Consolidate the Preliminary Contract Drawings and transmit them for information and review by all relevant City agencies, utilities and jurisdictions in accordance with the Department's Mass Mailing No. 1 requirements.

5. In preparing the Pre-Final Contract Documents the Consultant shall:

a) Develop the Pre-Final Contract Documents for the project street(s) and associated tasks, in accordance with the requirements of this and the other tasks included in the Specific Requirements.

b) Develop/design project curbs in conjunction with usage and depth of pavement, including type, locations and appropriate details.

c) Develop/design/coordinate and locate pedestrian ramps after an analysis of potential interference caused by existing/proposed facilities in the area. The specific location, configuration and grading of pedestrian ramps, contiguous sidewalks and gutter flow at apex of corners shall be designed and coordinated with the conditions and hardware within the corner quadrant including but not limited to traffic signals, catch basins, manholes, grates, lampposts, etc.

d) Reconcile existing driveway locations with building or property activity requiring a driveway access. The Consultant shall design driveway location(s) in accordance with current Department of Transportation procedures regarding replacement driveways.

e) Prepare customized letters, for City signature, to property owners where existing driveway is not being replaced or where it is proposed to reconfigure existing driveway.

f) Develop/design adjustments to City-owned castings including details necessary for special casting adjustments.

g) Develop/design non-structural adjustments to existing Transit Authority subway ventilators and emergency exits, including replacement and adjustment of frames, gratings and doors to proposed grades, and modification of ventilators to conform with aesthetic treatments proposed for curbs and sidewalks.

- h) Coordinate the preparation of a Transit Authority Force Account Agreement to allow the City to reimburse the Transit Authority for the cost of providing inspectors at the site during test pits excavation, and for access to Transit Authority ventilators for possible field inspection. The Consultant shall provide separately for Transit Authority insurance required to cover inspection of Transit Authority facilities and excavation of test pits in the vicinity of such facilities.
  - i) Design and define the limits of pavement construction/ restoration for all streets affected by the proposed work.
  - j) Develop/design pavement markings for lane delineation, pedestrian crossings, channelization and for additional traffic controls as needed.
  - k) Include provisions for removing/relocation/resetting of Fire Department facilities, parking meters and the Bureau of Water Supply hydrant facilities that are affected by the proposed street design and integrate the designs into the contract documents.
  - l) Review the results of sewer cleaning, sewer television inspection and manual sewer inspection programs performed under other contracts or by the Department of Environmental Protection personnel as they relate to this Project; coordinate the results and recommendations from said programs with this Project, and integrate and incorporate required sewer work into the contract documents.
  - m) Prepare, where necessary, working drawings/cross-sections/supplementary profiles conforming to currently applicable Departmental Standards.
  - n) Incorporate preliminary maintenance of traffic alternatives for the various construction stages of the project. The preliminary maintenance of traffic alternatives, as developed by the Consultant, shall be reviewed/coordinated with the Commissioner, the Department of Transportation's Office of Construction Mitigation and Coordination and affected interested parties in accordance with the requirements of the Construction Staging and Maintenance and Protection of Traffic Task included in the Specific Requirements.
  - o) Incorporate the Preliminary Consultant's Estimate and Scope package prepared under the Quantity and Cost Estimating Task included in the Specific Requirements of this Contract.
  - p) Update the title sheet for the contract drawings and the legend/note/reference sheets.
6. In addition to incremental packets, the Consultant shall combine the Pre-Final Street Design contract drawings, the drawings for other tasks, the updated title sheet and the legend/note/reference sheets into one composite package of Pre-Final Contract Documents.
7. The Consultant shall transmit the composite Pre-Final Contract Documents to all relevant City agencies, utilities and jurisdictions for information and review in accordance with the Department's Mass Mailing No. 2 requirements.
8. The Consultant shall submit to the Department, copies of the composite contract documents and composite scope packet for a final technical and construction review.
9. The Consultant shall schedule and conduct a joint utilities Alignment Meeting to identify and provide for the mitigation of design impacts on utility facilities.

10. Upon completion of the final technical and construction reviews, the Consultant shall prepare composite Final Contract Documents.

11. In preparing the Final Contract Documents the Consultant shall:

a) Finalize the coordination, resolution and incorporation, as appropriate, of all review comments on the composite Pre-final Contract Documents, except that comments on other agency designs shall be addressed by the design agency; but shall, however, be coordinated by the Consultant.

b) Modify and correct, as appropriate, the detailed Pre-Final Contract Documents in accordance with the comments received from the interested reviewing parties. The Contract Drawings shall be incrementally resubmitted, as necessary, to the interested parties for review, comments and/or approval. This process shall be reiterated until such time as required approvals are obtained. Comments received on "other agency" designs shall be forwarded to the design agency for resolution or modification of its contract documents.

c) Upon receipt of approvals for the detailed Pre-Final Contract Document Package, including the maintenance of traffic schemes, consolidate the Contract Drawings into a single, unified document. The Contract Drawings shall include, but not be limited to such items as title sheets, tables of contents, table of quantities, survey control sheets, sections, details, plans, profiles and other items deemed necessary for the proper completion of the Contract Drawings. In general, this consolidated set of Contract Drawings shall represent, as near as practicable, the final design for the project.

12. The Consultant shall prepare and distribute all notices that are required, prior to the advertising for bids for construction in accordance with currently applicable Departmental Standards and Procedures.

13. The Consultant shall apply for and obtain permits and approvals required in connection with the ensuing construction contract, as directed by the Commissioner.

14. All drawings, before being submitted to the Commissioner for final acceptance, shall bear the stamps of approval and be accompanied by all necessary applications, certificates, or permits of all City, State or Federal Agencies having jurisdiction over any phase of the work.

15. Upon completion of the detailed consolidated Contract Documents, including the incorporation of changes as required in conjunction with the final technical review, the Consultant shall submit the composite Contract Document package to the Commissioner for review and approval. This submission shall include, but not be limited to the following:

a) The original of the title sheet, signed by the Consultant, prepared in a format as approved by the Commissioner.

b) A set of paper prints of the Contract Drawings.

c) A copy of the Project Fact Sheet prepared in the currently required Departmental format.

16. The signature of the Commissioner on the title sheet of the Contract Drawings shall constitute approval of the Design.

17. Upon approval of the Contract Documents, the Consultant shall prepare and submit to the Commissioner, the complete Bid-Ready package of the Contract Documents. This package shall include the appropriate number of copies, as outlined in Section II.5 of these Specific Requirements, of the following: complete, bound, signed Contract Drawings; complete, unbound Contract Specifications, Addenda and Bid Schedule Sheets; Composite Scope Packet; and approvals and permits required for the prosecution of the ensuing construction contract; all as required under the various tasks included in the Specific Requirements of this Contract.

18. The Consultant shall make no substantial changes to the Final Contract Documents, as approved by the Commissioner, unless specifically ordered to do so by the Commissioner.

**(a) Study and Design of Street Grades**

Under this subsection the Consultant shall study the existing grades and design proposed grades for the project's roadway(s), sidewalks, and intersection(s) including intersecting roadway(s) and sidewalks in accordance with the design criteria provided by the Commissioner or recommended by the Consultant and accepted by the Commissioner. The Consultant shall:

- a) Where the topographic survey is to be provided under this Contract:
  - (i) Coordinate with the Surveyor, as appropriate, the integration of project topographic survey work with project grade design work in accordance with the project design needs and approved project schedule;
  - (ii) Be solely responsible to coordinate, with the surveyor, the quantity and/or location of spot elevations and profiles to be produced, and shall "customize" the data gathering to "specifically" satisfy the design requirements for all grade design;
- b) Utilize existing topographic data to the extent necessary for the proper completion of this task;
- c) Analyze in detail and design "best fit" project grades for top of curb, back of sidewalk, building line, fence line, or other grade control points or profiles with a view to minimizing negative impacts on adjacent development, adjacent properties (driveways, walkways, loading docks, parking areas, building entrances, steps, underground structures and/or infrastructure, plant life - including trees), while providing for adequate roadway and property drainage, adequate sidewalk cross slopes and the design of measures needed to mitigate such impacts.
- d) Develop/design project sidewalk cross slopes upon completion of a review of the project profiles in compliance with the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) - specifically providing, where feasible, a continuous path having a 2% maximum cross slope with ramps having a maximum longitudinal slope of 5%, to the maximum extent possible in the design of curb and sidewalk grades;

- e) Provide both graphic exhibit(s) and text to justify all "site infeasibilities". Prepare a final Americans with Disabilities Act Accessibility Guidelines "site infeasibility" justification report for all properties/locations that will have non-conforming sidewalks, in a format determined by the City. The report shall document in tabular, graphic and/or other preapproved format the location, nature, extent and justification for all locations at which, in the judgment of the Consultant, it is infeasible to comply with the 2% maximum sidewalk cross slope and 5% maximum longitudinal ramp slope requirement(s) of the Americans with Disabilities Act Accessibility Guidelines;
- f) In conjunction with the mitigation of adverse property and street impacts (including substandard longitudinal gutter grades, street trees, shrubs, fences, walls, sidewalk removals, addition of entrance steps and access/egress solutions) the Consultant shall develop the "best technically feasible fit" top of curb for each block face and each individual property and intersecting street, through the performance of a detailed grade analysis and design, which shall consist of an intensified study and a reiterative design process for proposed grades on curb and sidewalk, and integrating into the detailed design process all of the factors listed above which will affect the desired solution;
- g) Perform topographic surveys to obtain additional survey data including spot elevations to "fully support" the detailed grade design and reiterative grade design process where needed;
- h) Locate and plot customized profiles, which shall require pre-approval by the City, for the purpose of executing the detailed analysis and design of project grades. Locate and plot customized cross sections, which shall require approval by the City, for the purpose of executing the detailed analysis and design of project grades;
- i) Develop/design roadway crowns and/or cross slopes within the framework of Departmental or other approved standards and the existing crowns and cross slopes for streets abutting and/or intersecting the project limits;
- j) Design sidewalk pavement grades at and into all intersections and terminal streets to meet the existing conditions and/or the proposed design in each intersecting street. The application and/or use of transition areas to satisfy this design requirement shall, for the purposes of this program, not be considered an adequate level of study and or design;
- k) Reiterate the foregoing grade study and design requirements, until a "best fit" grade design is achieved, including, but not limited to: the plotting and study of additional profiles; plotting and study of additional cross sections, the securing and study of additional topographic data as described above, and as needed to meet/comply with the specific site constraints and specific site issues including, but not limited to, street/roadway drainage, required cover for storm sewers, drainage of private properties, and the Americans with Disabilities Act Accessibility Guidelines;
- l) Incorporate and integrate the proposed design grades into the composite Contract Drawings and with other affected project components;
- m) Prepare a "grade change exhibit" for the entire project site, in the standard format prescribed by the Department in consultation with the Topographical Bureau of the respective Borough President's Office, identifying all locations where the proposed design grades vary from the existing Legal Grades.

## **(b) Study and Design of Street Drainage**

1. Under this subsection the Consultant shall study the site and tributary storm water flow patterns and/or their routings; study the proposed street grades developed under the preceding Subsection (a) Study and Design of Street Grades as described above; design the locations of proposed catch basins; design the locations of catch basin chute connections to existing or proposed storm or combined sewers; and provide adequately for drainage of all streets that are included in this project.

2. In studying the existing street drainage facilities, researching storm water run-off and designing new drainage facilities the Consultant shall:

a) Utilize the topographic data provided to the extent necessary and applicable for the proper completion of this task;

b) Conduct a "rainy day survey" to observe all gutter flow routings, all ponding and flooding locations, and all inoperative catch basins and inlets;

c) Design the locations of catch basins and the routing of chute connections into appropriate storm or combined sewers;

d) In coordination with the Study and Design of Street Grades Task, analyze and design alternate sidewalk and street drainage schemes including, but not limited to, the adjustment of transverse sidewalk slopes and provision of longitudinal troughs.

e) Design all non-standard sewer appurtenances;

f) Design, coordinate and incorporate into the contract documents the conversion of existing manholes with 24 inch diameter frame and covers to manholes with 27 inch diameter frame and covers, and all other catch basins, manholes, basin connections, and non standard drainage appurtenances;

g) Provide a constructibility review and reiterate all drainage design elements with regards to the mitigation of impacts with City owned facilities in accordance with pre-engineered methodology;

h) Present the street drainage plans to private utility companies for private utility impact assessment.

## **(c) Permanent Street Signs**

1. Under this subsection the Consultant shall inspect and inventory the existing street signs, research and review the "street sign work order" records of the Bureau of Traffic Operations, make recommendations for modifications to the existing street signs and for new street signs, as appropriate.

2. The Consultant shall take into consideration all existing traffic regulatory signs, traffic warning signs, street name signs, including Landmark District special signs, parking regulation signs, and information signs, in executing the work required under this task.

3. The Consultant shall inventory all permanent street signs as defined above.

4. The Consultant shall design street signage required for the project street(s) in compliance with the latest standards of the Bureau of Traffic Operations, and/or the New York State Manual of Uniform Traffic Control Devices, where applicable, as determined by the Commissioner in consultation with the Consultant.
5. The Consultant shall present his/her proposals, for new street signage, to the Bureau of Traffic Operations for review and approval.
6. The Consultant shall prepare a list of all street signs required for this project in tabular format. The list shall indicate the text and size of each sign required, and the Consultant's estimated quantity for each sign.
7. The Consultant shall include a tabulation of all required street signs on the contract drawings being developed for this project in accordance with current Departmental requirements.
8. The Consultant shall prepare a list, including the quantities, of all street signs and street sign posts to be removed and installed during construction, in accordance with current Departmental policy, and shall include the items of work and their respective quantities in the construction bid documents.

#### **IV.XII TREE INVENTORY, TREE IMPACT MITIGATION AND TREE PLANTING PROGRAM**

1. Under this task the Consultant shall prepare a Tree Inventory, incorporate tree impact mitigation analysis into the design of street grades, prepare a Tree Impact Mitigation Plan for incorporation into the contract documents and design/develop a tree planting program for the project in accordance with current Departmental practice.
2. The Consultant shall engage the services of a Forester/Arborist/Tree Consultant, who shall be approved by the City, in conjunction with the work required herein.

##### **a) Tree Inventory and Tree Impact Mitigation**

1. The Consultant shall prepare a Tree Inventory in accordance with current Departmental requirements as generally outlined below. Where it is available, the Consultant will be permitted to "fully update" any tree inventory previously prepared by the City or its consultants. However, the deliverables required under this task shall be in full conformity with the current Departmental requirements. The Tree Inventory shall be prepared in a Technical Supplement Report format and shall include, but not be limited to:
  - a) A Key Plan identifying the stationing of each tree and/or planting;
  - b) An approved index numbering system;
  - c) Cut/fill magnitude at each location resulting from proposed design grades;
  - d) Species of trees;
  - e) Diameter of trees;
  - f) Tree Condition - (healthy, diseased or dead).

2. The Consultant shall prepare a tree and plant life photo log of all trees and plant life located within the project area. The Tree Photo log shall be prepared in a Technical Supplement format and shall include, but not limited to:

a) The photo log shall show the base of each tree with its exposed root system, with particular emphasis on the extent to which the root system has grown within and/or heaved the existing curb and/or sidewalk. Photos shall be taken from an angle and distance which also show the trunk and crown or portions thereof of each tree (samples shall be submitted for approval prior to filming photo log).

b) Photos shall be in color;

c) Photos shall be 3 1/2" x 5" in size;

d) Photos shall be mounted in transparent jackets and shall be bound in hard cover binder;

e) Each photo shall indicate the tree index number, and proposed cut/fill data;

f) Date of photo;

g) Original photo log and one color copy shall be required.

3. The Consultant shall plot all tree and major shrub locations on "working" or other profiles by stationing, and the profiles at these locations shall show spot elevations at the curb, at the root zone and at the front of sidewalk (at back of tree). The Consultant shall coordinate and integrate the plotting of these profiles with the plotting of profiles produced under other tasks of this Final Design program.

4. The Consultant shall study and analyze the proposed schematic geometric design, the proposed design grades, the Tree Inventory, and the Tree Photo Log for the purpose of identifying locations where the proposed work has a potentially negative impact on existing trees. The Consultant shall identify construction impacts from all stages of the proposed work and design a tree impact mitigation program for each tree within the right-of-way.

5. The Consultant shall make every technically defensible, and reasonable effort to preserve the existing trees from construction trauma and minimize potential tree loss and/or tree damage by:

a) The use of available techniques and standard mitigation strategies provided by the City and/or by developing and detailing special designs - as required;

b) Developing and proposing vertical and horizontal geometric roadway and/or sidewalk modifications;

c) Reiterating the design in accordance with design requirements included elsewhere in this agreement.

6. The Consultant shall incorporate the standard mitigation measures, and the standard details and special designs, that are used to mitigate tree impacts, into the Composite Contract Documents.

7. The Consultant shall take-off an estimate of quantities for the work required to implement the tree impact mitigation proposals.

8. The Consultant, in conjunction with his Forester/Arborist/Tree Consultant, shall meet with representative(s) of the Department of Parks and Recreation to make a joint reconnaissance of the project site, and to present the proposed design, the findings of the tree impact study and the tree impact mitigation measures proposed and incorporate their concerns, where accepted by the DOT, into the composite contract documents.

9. The Consultant shall prepare, graphically, an impact assessment plan exhibit (using an approved color coded format) showing items requiring removal as a result of the design proposals under consideration. The exhibit shall indicate the right-of-way and possession lines. In addition, the Consultant shall provide a summary inventory of trees requiring removal.

10. Where the Department's standard tree impact mitigation procedures are inadequate or inappropriate, the Consultant shall prepare site specific construction protocol to protect all trees.

**b) Tree Planting Program**

A. The Consultant shall through its subconsultant Forester/Tree Consultant/Arborist design/develop a tree planting program for the project in accordance with current Departmental practice.

B. The Consultant, in consultation with the Forester/Arborist/  
Tree Consultant shall:

a) Inspect the site, Design Plans, Topographic Plans and Utility Plans for the purpose of identifying locations where new trees can be planted and identifying and listing all dead and diseased trees that must be removed;

b) Compute the quantity of required replacement trees using equal caliper rule. The consultant shall also compute the quantity of the required tree replacement using Basal formula/criteria and prepare comparison table for both methods, as directed by the commissioner.

c) Prepare a schematic tree planting plan superimposed on a modified set of Highway Design Plans (modified to indicate the locations of lampposts, traffic signals, hydrants and catch basins) to show the proposed location size and specie of each new tree that is to be planted and each existing tree that is to be removed;

d) Select the proposed locations for new trees in accordance with current Departmental guidelines for clearance to various utility facilities. Furthermore, in selecting the locations of the new trees the Consultant shall avoid interference with the existing underground City and private utilities.

e) The consultant shall study the site conditions and all available subsurface information/data, determine the need for special borings and develop the location plans, and take the borings (under Subsurface Exploration Program) specifically intended to analyze and determine the suitability of existing subsurface materials for planting purposes as approved and directed by the Commissioner. The consultant shall, recommend appropriate mitigation measures for soil quality improvements, when required.

f) Design the size and paving treatment for all tree pits within the project limits;

g) Present the proposed tree planting and tree removal plan to the Department of Transportation (DOT) for approval;

h) Upon receipt of concurrence from the Commissioner and in conjunction with the Forester/Arborist/Tree Consultant, meet with representative(s) of the Department of Parks and Recreation (DPR) to present the proposed tree planting/tree removal program, obtain their concurrence and/or concerns, and modify the tree planting/tree removal proposals until DPR's approval is obtained.

i) Incorporate the approved tree planting/tree removal plan into the Composite Contract Documents.

#### **IV.XIII SEWER DESIGN**

A. Under this task the Consultant shall provide for the preparation of Sewer Design to be performed in conjunction with the project. This work shall include the rehabilitation, relocation, or replacement of existing sewers and/or the installation of new sewers, including the design of necessary appurtenances, all in accordance with a prescribed Drainage Plan.

B. The scope of work for Sewer Design shall include performance of the following services:

1. Preparation of a Preliminary Sewer Design which shall include:
  - a) Plotting of existing and proposed sewers, and sewer rehabilitation work on Utility Plans for the project streets in standard Departmental format.
  - b) Plotting of profiles for existing and proposed sewers in standard Departmental format.
  - c) Designing and locating all necessary chambers, manholes and other appurtenances.
  - d) Researching and reviewing all available soil data for the project area, identifying soils exploration requirements to provide additional data that is needed to complete the design, and incorporating the soils exploration requirements into the Subsurface Exploration Program provided for in this Contract.
  - e) Designing all bedding, encasement and piles for the support and protection of sewers and sewer appurtenances in accordance with the latest standards of the Department.
2. Submission of the Preliminary Sewer Design to the Commissioner for review and comments, and incorporation of the Commissioner's comments on the Preliminary Design before incorporating the design into the Preliminary Contract Documents under the Street Design Task.
3. Preparation of Final Sewer Design and obtaining approval from the Commissioner prior to incorporating the Final Sewer Design into the Final Contract Documents in accordance with the Street Design Task.

### C. Development of Contract Documents

1. In preparing the Contract Drawings and any addenda to the standard Sewer Specifications that are needed, the Consultant shall take cognizance of the basic minimum requirements set forth herein, together with such other requirements as may be proper for the complete fulfillment of this contract for the purpose for which the project is to be used. The proposed construction is to be designed generally in accordance with the requirements of any other agency having jurisdiction as the design progresses.
2. The Consultant shall review all boring and soil data obtained in other sections of this program with a view to identifying unacceptable fill material for purpose of preparing estimates of quantities that are to be included in the contract documents.

### D. Surveys

In preparing Sewer Design, the Consultant shall utilize information as obtained in the Topographic and Utility Surveys for the Project, and test pit and/or boring information as may be provided by the various public/private utilities, and soils information obtained under the Soils Exploration Program provided for under this Contract. The Consultant shall supplement this information with field trips, additional surveys and searches for information as may be required.

### E. Sewer Design

In connection with Sewer Design, the Consultant shall provide the following services:

1. Prepare preliminary and final designs superimposed over the composite utility plan, addenda to Standard Sewer Specifications, estimates of cost, including utility charges and Gas Cost Sharing reimbursements (if any), and such pertinent engineering data as may be required. The design drawings shall be in accordance with current Departmental standards and guidelines, and shall show, to the satisfaction of the Commissioner, all necessary sewer design details.
2. Present the Sewer Design Plans to private utility companies for private utility impact assessment and alignment coordination.
3. During design, confer and meet with representatives of the Commissioner in order to coordinate requirements for the design of the proposed project. In addition, the Consultant shall confer with, and where and when necessary, meet with other City, State or Federal Agencies and private utilities having jurisdiction in order to integrate any of their requirements or contemplated work into this project.

## **IV.XIV WATER MAIN DESIGN**

A. Under this task the Consultant shall provide for the preparation of Water Main Design to be performed in conjunction with the project. This design work shall include the rehabilitation, replacement or relocation of existing Water Mains and/or the installation of new Water Mains, including the design of other appurtenances, in accordance with a pre-engineered lane selection methodology.

B. The scope of work for the Water Main Design shall include the performance of the following services:

- a) Preparation of a Schematic Water Main Design, the submission of said design to the Commissioner for review and comment, and obtaining approval of the Schematic Design from the Commissioner.
- b) Coordinating and meeting with affected public/private utilities with regard to lane selection and/or interference mitigation in accordance with pre-engineering methodology.
- c) Coordinating with Keyspan Energy/Consolidated Edison regarding New York State enabling legislation relative to City reimbursement for interference mitigation, including review of the gas cost-sharing analysis prepared by Keyspan Energy/Consolidated Edison, and incorporation of Keyspan Energy/Consolidated Edison items of work in the Contract Documents.
- d) Preparing Preliminary Water Main Design and obtaining approvals from the Commissioner prior to incorporating the design into the Preliminary Contract Documents under the Street Design Task.
- e) Preparing Final Water Main Design and obtaining approvals from the Commissioner prior to incorporating the Final Water Main Design into the Final Contract Documents under the Street Design Task.

C. Development of Contract Documents

- a) In preparing the Contract Drawings and addenda to the Standard Water Main Specifications, the Consultant shall take cognizance of the basic minimum requirements set forth herein, together with such other requirements as may be necessary and proper for the complete fulfillment of this contract for the purpose for which the project is to be used. The proposed water mains are to be designed, generally, in accordance with the requirements of any other agencies having jurisdiction as the design progresses.
- b) The Consultant shall review all boring and soil data obtained under other tasks in this design program with a view to identifying unacceptable fill material for purpose of preparing estimates of quantities that are to be included in the contract documents.

D. Surveys

In preparing Water Main Design, the Consultant shall utilize information as contained in the plotted Topographic and Utility Surveys for the Project, and test pit and/or boring information as may be provided by the various public/private utilities. The Consultant shall supplement this information with field trips, additional surveys and searches for information as may be required.

E. Water Main Design

In connection with Water Main Design, the Consultant shall provide the following services:

- a) Prepare preliminary and final designs superimposed over the composite utility plan, addenda to Standard Water Main Specifications, estimates of cost, incorporating utility charges and Keyspan Energy/Consolidated Edison reimbursements (if any), and such pertinent engineering data as may be required. The design shall be in accordance with current Departmental standards and guidelines, and shall show, to the satisfaction of the Commissioner, all necessary water main design details including, but not limited to, valves, valve chambers, and fire hydrants.
- b) Present the Water Main Design plans to private utility companies for private utility impact assessment and alignment coordination.
- c) During design, confer and meet with representatives of the Commissioner in order to coordinate requirements for the design of the proposed project. In addition, the Consultant shall confer with and, where and when necessary, meet with other City, State or Federal Agencies and private utilities having jurisdiction in order to integrate any of their requirements or contemplated work into this project.

#### **IV.XV STREET LIGHTING SYSTEM DESIGN**

1. Under this task the Consultant shall design a lighting system and electrical appurtenances in connection with the illumination of streets, avenues and public spaces within the project and shall prepare cost estimates for the proposed work. The design will include provisions for removal and relocation of existing street lighting facilities and installation of new lighting facilities.

2. Unless otherwise approved by the Department of Transportation, Bureau of Traffic, Division of Signals and Street Lighting, the level of illumination required is a maintained average of one (1) foot candle, a maintenance factor of 0.58 and a uniformity ratio of 6 to 1 (average to minimum) for Local Roads. For Expressways, Major Roads, and Collector Roads, the illumination level shall be 1.5 to 2 foot candles with a uniformity ratio of 3 to 1 (average to minimum).

3. The design shall conform with the latest standards and specifications of the Department of Transportation, Bureau of Traffic, Division of Signals and Street Lighting; the Illuminating Engineering Society of North America (IESNA); the American Association of State Highway Officials; and the National Electrical Code (NEC).

Should any conflict occur between these specifications, standards and codes, the Division of Signals and Street Lighting shall make the final decision on the requirement.

4. The Consultant shall prepare preliminary drawings, showing the location and details of all equipment to be installed in connection with the proposed Street Lighting design, the electrical connections and electrical services, and shall submit the preliminary drawings to the Department of Transportation, Bureau of Traffic, Division of Signals and Street Lighting for review and comments.

5. Drawings prepared and symbols used shall be in standard Bureau of Traffic, Division of Signals and Street Lighting format.

6. The submission of preliminary drawings to the Division of Signals and Street Lighting shall include:

a) The Consultant's photometric calculations for the proposed design which shall be performed using CALA, ALADIN, AGI or other software programs which shall be subject to pre-approval by the Division of Signals and Street Lighting;

b) Parameters used in the calculation, including roadway and sidewalk widths, mounting height, luminaire position (overhang, setback, spacing), wattage and luminaire classification.

7. The Consultant shall address the review comments and incorporate the requirements of the Division of Signals and Street Lighting in the proposed design.

8. The Consultant shall prepare preliminary estimates of quantities and cost for the proposed Street Lighting work based on the revised preliminary drawings. The estimates shall be in standard Division of Signals and Street Lighting format. The Consultant shall incorporate the preliminary estimate of quantities and cost into the Consultant's Estimate for Mass Mailing No. 2 as provided for in the Quantity and Cost Estimating Task included in the Specific Requirements of this Contract

9. The Consultant shall prepare and submit final drawings, for the proposed Street Lighting design, to the Division of Signals and Street Lighting for review and approval.

10. The final drawings shall include the proposed electrical distribution system and shall be submitted with an analysis of the voltage drop for the proposed City distribution system including voltage drop calculations.

11. The Consultant shall prepare and submit to the Division of Signals and Street Lighting, for review and approval, pre-final estimates of quantities and cost for the proposed Street Lighting Work.

12. The Consultant shall revise the final drawings and estimates to incorporate comments received from the Division of Signals and Street Lighting.

13. Upon receipt of final approval of the drawings and estimates for proposed Street Lighting work from the Division of Signals and Street Lighting, the Consultant shall incorporate the final Street Lighting plans and estimates into the Contract Documents as provided for in the Street Design Task included in the Specific Requirements of this Contract. The Consultant shall submit to the Division of Signals and Street Lighting, for record purpose, the following:

- a) A set of final drawings on mylar for the Street Lighting Work;
- b) A copy of the final estimate for Street Lighting Work;
- c) The photometric calculations using maintenance factors of 1 and 0.58.

#### **IV.XVI TRAFFIC SIGNALS SYSTEM DESIGN**

1. Under this task the Consultant shall design traffic signals and appurtenances in connection with traffic controls required for streets within the project and shall prepare cost estimates for the proposed Traffic Signal Work. The design will include provisions for modification, removal and relocation of existing traffic signal facilities and installation of new traffic signal facilities.
2. The design shall conform with the latest standards and specifications of the Department of Transportation, Bureau of Traffic, Division of Signal Controls.
3. The Consultant shall design the locations of traffic signal poles in coordination with the schematic geometric design developed for the project including, but not limited to, traffic lane(s) configuration, pedestrian crosswalks, traffic flow direction, mall and roadway widths, and pedestrian ramp locations.
4. The Consultant shall review available subsurface data and inspect existing buildings in the vicinity of proposed Traffic signal poles to identify possible impacts with proposed traffic signal pole foundations.
5. The Consultant shall prepare preliminary drawings, showing the location and details of all traffic signal poles, mast arms, signal heads, cables, conduits, traffic controllers, and loop detectors and/sensors that are to be removed, relocated, modified, or installed in connection with the proposed Traffic Signals design and shall submit the preliminary drawings to the Department of Transportation, Bureau of Traffic, Division of Signal Controls for review and comments.
6. Drawings prepared and symbols used shall be in standard Bureau of Traffic, Division of Signal Control's format.
7. The Consultant shall address the review comments and incorporate the requirements of the Division of Signal Control into the proposed design.
8. The Consultant shall prepare preliminary estimates of quantities and cost for the proposed Traffic Signal Work based on the revised preliminary drawings. The estimates shall be in standard Division of Signal Control format. The Consultant shall incorporate the preliminary estimate of quantities and cost into the Consultant's Estimate for Mass Mailing No. 2 as provided for in the Quantity and Cost Estimating Task included in the Specific Requirements of this Contract.
9. The Consultant shall prepare and submit pre-final drawings, for the proposed Traffic Signals, to the Division of Signal Control for review and approval.
10. The Consultant shall prepare and submit to the Division of Signal Control, for review and approval, pre-final estimates of quantities and cost for the proposed Traffic Signal Work.
11. The Consultant shall revise the pre-final drawings and estimates to incorporate comments received from the Division of Signal Control.
12. Upon receipt of approval of the drawings and estimates for proposed Traffic Signal Work from the Division of Signal Control, the Contractor shall incorporate the final Traffic Signal plans and estimates into the Contract Documents as provided for in the Street Design Task included in the Specific Requirements for the Project.

#### **IV.XVII CONSTRUCTION STAGING AND MAINTENANCE AND PROTECTION OF TRAFFIC**

1. Under this task the Consultant shall analyze, develop, design, and fully integrate into the Composite Contract Documents, a specific and detailed plan for the maintenance and protection of traffic during the execution of construction work on the project and for the staging of all proposed construction contract work which shall, hereinafter, be referred to as the Maintenance and Protection of Traffic (MPT) Plan.

2. MPT, for the purposes of this contract shall refer to, include and address all pedestrian traffic within and crossing the site, all modes of vehicular traffic within and crossing the site, and access and egress for all properties fronting and/or affected by the proposed construction work.

3. At the appropriate stage in the development of the Composite Contract Documents and/or as accepted in the design work schedule or as otherwise directed by the Commissioner, the Consultant shall initiate the MPT planning activity.

4. The Consultant shall develop a "Specific MPT Plan", which shall be specific to the site and specific to the site properties. The plan shall provide, where appropriate, for construction work to be advanced concurrently in subsections of the project to allow for accelerated completion of the work.

5. The Consultant shall examine various MPT strategies for portions and/or all of the project street(s) including but not limited to proposals for street closures, full or partial detour(s), one-way street conversions or other appropriate MPT staging techniques.

6. The Consultant shall familiarize him/herself regarding the operation, activity and intensity of traffic within the project site on a block by block and zone of influence basis, and shall identify, analyze, study and address and/or mitigate issues including, but not limited to, the following: main line traffic volumes; intersecting street(s) traffic volumes; turning movements; vehicular classifications {cars, trucks, buses, railroad(s)}, curbside activity (loading and unloading); parking requirements; planned special events (parades, street fair(s), marathon); special traffic generators (hospitals, police stations, large parking garages or areas); public or private institutional properties; manufacturing/warehousing facilities, supermarkets, fire stations, government buildings, parks, schools, subway stations; intense traffic generators (all types of commercial, manufacturing, warehousing establishments); other current or planned construction projects within the zone of influence; and all sources of pedestrian activity.

7. The Consultant shall develop the MPT plan generally in three stages - as follows:

A. STAGE 1 - CONCEPTUAL MPT PLAN. In this stage the Consultant shall:

a) Conceptualize the overall MPT strategy and, more specifically, conceptualize subdividing the project for concurrent staging of the work where applicable, and the staging of each category of the proposed construction work (such as sewer lining, sewer reconstruction, catch basin/inlet installation and basin/inlet connections, water mains - 12, 20, 36, 48 inch, installation of hydrants, curb construction, sidewalk construction, roadway base construction, and laying roadway wearing course);

b) Meet with and present his/her conceptual scheme to the Commissioner including presentation of the rationale for pursuing the selected MPT strategy based on the information, analysis and issues identified above. The presentation shall include graphics, which shall be suitable and adequate to demonstrate/represent the conceptual scheme(s);

c) Upon receipt of general concurrence from the Commissioner or direction to pursue additional alternative(s) the Consultant shall proceed with Stage II of the MPT development.

**B. STAGE II - PRELIMINARY MPT DEVELOPMENT.** In this stage the Consultant shall:

a) Respond to the questions and concerns raised during the Conceptual MPT planning strategy session and develop the MPT proposals to a preliminary level of detail for each stage of construction work (such as but not limited to sewer lining, sewer reconstruction, catch basin/inlet installation and basin/inlet connections, water mains - 12, 20, 36, 48 inch, installation of hydrants, curb construction, sidewalk construction, roadway base construction, and laying roadway wearing course);

b) Develop and provide graphics and notes to specifically describe the proposed MPT plans for each category of construction work. For this presentation the Consultant may be permitted to use 8 1/2 by 11 or 8 1/2 by 14 inch sheet sizes, as an alternative to the standard contract drawing sheet size, with hand drawn sketches provided that the graphics are of a professional quality and acceptable to the City;

c) The Consultant shall meet with and present the Preliminary MPT Plan to the Commissioner;

d) Upon receipt of general concurrence from the Commissioner or direction to pursue additional alternatives and/or expand the specificity of the MPT proposal, the Consultant shall request a review of the proposed MPT scheme by the Department of Transportation's Office of Construction Mitigation and Coordination.

**C. STAGE III - FINAL MPT DEVELOPMENT.** In this stage the Consultant shall:

a) Develop and prepare final MPT plans and fully incorporate the final MPT plans into the composite final contract documents;

b) The Consultant shall fully integrate and incorporate any comments and/or stipulations received from the Department of Transportation's Office of Construction Mitigation and Coordination into the Composite Final Contract Documents.

#### **IV.XVIII PREPARATION OF SPECIFICATIONS**

Under this task, the Consultant shall prepare and print complete sets of Specifications for the ensuing construction contract. The specifications, which shall include boiler plate, required Addenda and Bid Schedule Sheets, shall be prepared within the framework of the following parameters:

1. Standard Specifications of the Department and of the agencies having jurisdiction over various elements of the project shall be used as directed by the Commissioner.

2. Addenda shall contain either modifications to standard items or complete descriptions for new items of work. In addition, addenda may contain special provisions for conducting the work, including but not limited to time of construction, maintenance of traffic stipulations, insurance requirements, State/Federal requirements, and incorporation of additional provisions for both private and City-Owned Utility work.

3. The Specifications shall conform to the appropriate Standard Specifications for the various items of work involved; excepting where there is no standard specification for a proposed bid item or item of work, the Consultant shall prepare the necessary special specification, as an Addendum to the Standard Specifications, and shall submit such special specification to the Commissioner for review and approval.

Where required by the Commissioner, the Consultant shall prepare a justification for New York State Department of Transportation (NYSDOT) review - specifically outlining the technical circumstances requiring a new specification write-up and shall be responsible for obtaining NYSDOT approval of new specifications.

4. Bid Schedule sheets will be provided to the Consultant by the Commissioner for incorporation into the Specifications. The Bid Schedule sheets will contain contract bid items listed by item number and description, presented in standard Departmental format, and will be produced in accordance with the detailed Consultant's Estimate and Scope packet produced and provided by the Consultant under other tasks included in the Specific Requirement of this Contract.

5. The Consultant shall provide Supplemental Data in standard Departmental format for the Bid Schedule, as needed, and shall verify the Bid Schedule, produced by the Commissioner, for correctness.

6. When directed by the Commissioner, collated and bound copies of the complete Specifications, Addenda and Bid Schedule Sheets shall be furnished by the Consultant for technical and construction reviews in accordance with the approved project schedule.

7. When directed by the Commissioner, the Consultant shall prepare a draft specification in accordance with the approved project schedule.

8. The Consultant shall print, inspect, and deliver to the Department the required number of collated, unbound, sets of the completed Specifications for advertisement as outlined in Section III.2.D of these Specific Requirements.

9. During advertisement, the Consultant shall answer all questions submitted by prospective bidders and, when and as required, expeditiously prepare, notify and distribute addenda to prospective bidders.

10. The consultant shall continuously maintain, update and submit to the commissioner "on demand" (at any time during the public advertisement period) a complete bidders' inquiry and disposition report (IDR) which shall, at a minimum, identify each question exactly as phrased by the prospective bidder's inquiry (questions with multiple issues or sub-questions shall be subdivided and listed as separate questions - suitably numbered in the IDR, the date inquiry was received and the date of the consultant's response, method of delivery (fax, certified letter, telephone, other), name of proposed bidder, disposition (must be specific and complete) and date of close out. The format of the IDR shall be as approved by the city.

## **IV.XIX REVIEW AND ANALYSIS OF BIDS**

1. Under this task the Consultant shall evaluate and analyze the unit bid prices submitted for the work included in the proposed construction contract for this project, compare the bids received from the various bidders, and submit a letter report of his/her findings to the Commissioner to assist the Commissioner in deciding to award a contract for the proposed work.
2. The Commissioner will provide the Consultant with a tabulation of the Consultant's estimate of quantities and prices for the various items of work along with the prices submitted by each bidder and their extended amounts. Also provided by the Commissioner will be a Bid Analysis Report containing a tabulation of all the unit prices submitted by the apparent low bidder that exceed the Consultant's estimated price by more than fifteen (15) percent, and a tabulation of all the bid items with the percentage deviation of the low bidder's price for each from the Consultant's estimated price.
3. The Consultant shall study, analyze and compare the prices submitted by each of the three lowest bidders and of other bidders where required by the Commissioner. The Consultant shall, based on the Consultant's experience and judgment, attempt to identify the possibility for unbalanced bids (including "penny bids" and "front loading") and any indications of collusion in the pricing of bids.
4. Where the unit price bid for any item of work exceeds the Consultant's estimated unit price by more than fifteen (15) percent, the Consultant shall study the item's payment provisions and appropriate design details, and recheck the estimated quantity for each such item, restudy the contract documents and identify and quantify any possible overrun or underrun in the estimated quantity for each such item, and the impact of such overrun or underrun on the bids received and on the ranking of bidders.
5. The Consultant shall identify all items of work (including items of work not identified in the Commissioner's Bid Analysis Report) submitted by each of the lowest three bidders, and of other bidders where required by the Commissioner, that appears, in the judgment of the Consultant, to be lower or higher than it is reasonable to anticipate.
6. The Consultant shall compare the pricing of items in the bids received and shall identify any bids in which items of work have been priced in a manner that indicates possible collusion by bidders in the preparation of bids.
7. The Consultant shall identify any bids received and the relevant items of work in such bids where it appears that any bidder unbalanced items of work, that are to be performed during the early stages of construction (referred to as "front loading").
8. The Consultant shall report his/her "initial findings" to the Commissioner by telephone or facsimile transmittal within two working days of the tabulation of bids being made available by the Commissioner.
9. The Consultant shall prepare and submit to the Commissioner a written statement of his/her findings within four working days of the tabulation of bids being made available by the Commissioner.

10. The Consultant shall not have any direct or indirect contact with any bidder regarding the bids received. Any such contact requested or found necessary shall be referred to the appropriate Department personnel for action.

#### **IV.XX ELECTRONIC ARCHIVING AND INDEXING**

1. INTENT. It is the intent of this task to provide for assembling, indexing and electronic archiving of project records and documentation.

2. RECORDS KEEPING. Records shall be kept complete in a central project file which the Consultant shall maintain. This file shall contain letters, reports, field notes, sketches, computations, telephone messages, diaries, surveys, marked-up drawings, worksheets, data, research records, computer printouts, payments, problem reports, applications, renderings, permits, etc. Additionally, the central project file shall be kept in a format in accordance with currently applicable Departmental Standards and Procedures, which in general shall mean a format which shall facilitate retrieval of information, and customized indexing of the required records.

3. ELECTRONIC ARCHIVING:

#### **A) FOR PRELIMINARY DESIGN AND INVESTIGATION PROJECTS THE CONSULTANT SHALL ASSEMBLE, INDEX, PREPARE AND SUBMIT:**

1. PDF files of executed Contract/Task Order(s)
2. PDF files of the PDI Report
3. PDF files of all technical supplements
4. PDF files of important documents (CPIs, sign off letters, etc.)
5. PDF files of all payment requisitions
6. Digital files of all photos
7. Digital files (AutoCAD 2004 or latest edition) of the approved schematic Geometric Design and Pavement Marking plans
8. Digital (AutoCAD 2004 or latest edition) files of the final survey

#### **B) FOR FINAL DESIGN PROJECTS THE CONSULTANT SHALL ASSEMBLE, INDEX, PREPARE AND SUBMIT:**

1. PDF files of executed Contract/Task Order(s)
2. PDF files of other important documents (CPIs, sign off letters, etc.)
3. PDF files of all payment requisitions
4. PDF files of conformed (all addenda incorporated) bid documents (i.e. Plans, Specifications, and Estimate)
5. PDF files of the Design Report (for Federally funded projects)
6. Digital files of all photos

7. Digital files (AutoCAD 2004 or latest edition)  
of all final plans

**C) FOR TOTAL DESIGN PROJECTS THE CONSULTANT SHALL ASSEMBLE, INDEX, PREPARE AND SUBMIT ALL APPLICABLE ITEMS LISTED UNDER (A) AND (B) ABOVE.**

4. ELECTRONIC DOCUMENT STORAGE. The Consultant shall record all required PDF files on CDs. All files shall be custom indexed and stored in such manner to allow for electronic search/retrieval and printing.

a) Scanning

- (i) To insure maximum clarity all documents shall be scanned to a minimum of 400 dpi.
- (ii) All documentation shall be scanned to PDF image.
- (iii) All drawings shall be scanned to a positive image, regardless of the original polarity.
- (iv) All supporting text documents shall be scanned into separate folders titled by the type of document or file name.
- (v) All documents within each folder shall be scanned as a multi-page PDF image (i.e.: Letters, Reports, Minutes, Work Sheets, etc.).

b) Indexing and Retrieval

- (i) The Consultant shall customize the index of stored documents to allow for electronic search/retrieval.
- (ii) The stored documents shall be retrievable and printable from any PC that is operating with Microsoft Windows 2000 Professional or Windows NT, Microsoft Office 2000 Professional, AutoCAD 2004 or latest edition, and has a CD-ROM drive. No additional software or licenses shall be needed.

(iii) As Built Drawings

All As Built drawings shall be scanned to a separate folder, titled As Builts.

All drawings shall be titled by drawing name.

All drawings shall be retrievable by:

- Project ID.
- Contract name
- Drawing number
- Drawing name

(iv) Shop Drawings

All Shop drawings shall be scanned to a separate folder, titled Shops.

All drawings shall be titled by drawing name.

All drawings shall be retrievable by:

- Project ID.
- Contract name
- Vender name
- Drawing number
- Drawing name

(v) The construction contract shall be custom indexed and its text shall be retrievable by division numbers and/or titles (Standard Construction Contract, "Information for Bidders" Notices, Addenda, General Conditions, General Provisions, General Requirements, Bid Booklet and Miscellaneous sections; all as applicable), numbers and/or titles of Sections and Subsections in each division, and the contract work item numbers.

(vi) It shall be possible to print the documents from each CD in normal full size pages/sheets or in detailed zoomed view for sections of drawing sheets, on a standard type printer or plotter.

c) Compact Discs (CDs)

(i) Five (5) copies of the original CDs shall be required.

d) The Consultant shall provide a printed Document Index, and the electronic file of the same, including an abstract of the document content for the central project file.

## VI. FEES AND PAYMENTS

### A. MAXIMUM FEE PAYABLE

The maximum fee payable for all services provided and expenses incurred hereunder shall not exceed \$xxxxxxxx, for this contract. Said fee is a maximum amount only and does not represent a commitment or guarantee on the part of the City to pay such amount.

### B. BASIS

#### 1. **Office Work:**

The payment for the services rendered herein shall be made on the basis of total direct technical office salary costs of the Engineer attributable to the contract times a technical office multiplier, plus direct reimbursement for Principals' Time and certain out-of-pocket expenses.

#### 2. **Field Work:**

For field work, payment shall be made on the basis of total direct technical field salaries, including applicable weekend/night work differential, times a technical field multiplier, plus direct reimbursement for principals' time, authorized overtime premium pay and certain out-of-pocket expenses.

## C. DEFINITIONS

### 1. **Direct Technical Salary Cost**

Direct technical salary cost shall include only engineering, surveying and drafting salaries, exclusive of Principals' Time, and shall be derived from direct individual salaries, not including overtime premium pay, vacation pay, holiday pay, social security, unemployment insurance, worker's compensation, sick pay or other fringe benefits. Any salary increases prior to or during the contract period shall be within parameters as established in the Engineer Pay Index of the U. S. Bureau of Labor Statistics-Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries.<sup>1</sup> Any request for salary increases should be accompanied by an analysis showing the relationship to the Engineer pay index.

### 2. **Technical Officer or Field Multiplier**

The technical office or field multiplier shall be applied to the direct technical office or field salary costs of the Engineer in connection with the project, and shall be considered as including provisions for indirect costs and profit.

### 3. **Principals' Time**

Principals of the firm, such as partners or owners, shall be compensated for their time, to the extent that they perform services other than administrative or supervisory services, as follows:

- a) The rate of compensation for Principals' Time as stated herein before, shall not exceed One Hundred Dollars (\$100.00) per hour, to be based on actual draw.
- b) The Principals participating in the project shall provide the Commissioner with a demonstration certifying his/her actual draw from the firm on an average weekly basis. Where said rate exceeds Fifty Dollars (\$50.00) per hour, the principal participating in the project shall provide the Commissioner with a notarized statement by a certified public accountant that such rate does not exceed the principal's annual direct compensation, excluding profit, computed on an hourly rate. The amount payable for Principal's Time shall not be included in the technical salary cost base and is not subject to any multiplier.
- c) The Principals participating in the project shall maintain a daily log of their participation, which shall be submitted with payment requisitions and be available for inspection by the Commissioner.
- d) The Commissioner shall certify that direct participation by the Principals is essential to the effective and economic completion of the Project.
- e) The total compensation for the Principals' Time shall not exceed Thirty-Five Percent (35%) of the total not to exceed fee as stated hereinbefore.
- f) In the event that Principal assumes the specific assignment of responsibilities normally allocated to a technical member of the project team, said Principal shall be compensated at a rate corresponding to the technical salary commensurate with that assignment times an adjusted multiplier, said multiplier to be established by Department's Engineering Audits Office.

### 4. **Out-Of-Pocket Expense**

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<sup>1</sup> The Annual Employment Cost Index Percent increase times the total yearly salary cost of all current employees working on that project for the prior year, becomes a pool of money from which various raises may be granted. The maximum salary increase per person is limited to the Annual Employment Cost Index plus 50% of the Index. Total of individual raises shall not exceed the pool money per contract year.

In the event that the Commissioner directs the consultant to provide services for which out-of-pocket expenses are incurred, the provisions set forth below shall apply. Out-of-pocket expenses shall not exceed 10% of the contract amount.

- a) The cost of acquiring, on a per diem bases, the services of other experts or engineers as may be required for the performance of the Engineer's services.
- b) The cost of acquiring the services of a licensed surveyor, as may be required, for performing surveying and/or plotting of surveys.
- c) The cost of retaining the services of a qualified engineer, or engineers, to provide for Concrete/Asphalt Coring and Concrete/Asphalt Core Testing Services, Concrete Encasement Removal, Steel Sampling, and Soil Investigation and Testing Services as required.
- d) The costs of the use of motor vehicles, owned by the Engineer or employees of the Engineer or leased and maintained by the Engineer and used specifically for and only for the performance of this contract, shall be compensated on a direct mileage basis in accordance with the standards as established for reimbursement allowances for City personnel. The costs of MTA Tokens and Tolls within the city borders are reimbursable as out-of-pocket costs. However, cost of parking is not reimbursable.
- e) The cost of procurement of copies of documents, data sheets, drawings and reports for reference and information.
- f) The cost of printing and duplication by an outside vendor is reimbursable as out-of-pocket costs based on submitted invoice. However, cost of printing by in-house services is not reimbursable.
- g) The cost of project specified microfilming services is reimbursable as out-of-pocket costs.
- h) The cost of project specified photographic film, developing and printing services are reimbursable as out-of-pocket costs.
- i) The cost of renting other materials or equipment, or acquiring services specifically for, and applicable only to, this project may be submitted for direct payment as out-of-pocket costs. This shall not include the purchase of general tools or office supplies whether expendable or reusable.
- j) The costs of specified registered mailing and/or FEDEX type services directed by the Department are reimbursable as out-of-pocket costs. However, routine postage, messenger service, etc., are not reimbursable.
- k) The costs of project related long distance telephone calls are reimbursable as out-of-pocket costs.
- l) The costs of project specified cellular communications, approved by the Executive Director of Capital Program Management or the Deputy Chief Engineer of Bridges are reimbursable as out-of-pocket costs.
- m) The cost of any Force Account expenditure(s) and/or Force Account Agreement(s) that may be required for the performance of the Engineer's In-Depth Inspection(s). (For Definitions, See IV.C.5).
- n) The cost of project specified miscellaneous items approved by the Executive Director of Capital Program Management or the Deputy Chief Engineer of Bridges is reimbursable as out-of-pocket costs.

**Out-of-pocket expenses are subject to Comptroller limits for city employees. Out-of-pocket expenses shall be subject to audit by the Department of Transportation. Consequently, the Engineer shall maintain, and submit to the Department as part of his/her monthly payment requisition, time and material records for all out-of-pocket expenses incurred during that month and submitted for reimbursement in connection with the services herein contained. Subcontractors and subconsultants are subject to the same rules governing the documentation and reimbursement of Out-of Pocket expenses as the prime consultant.**

#### 5. Force Account Work

Force Account Work refers to the non-DTL expenses associated with having railroad entity personnel assist in the inspection of facilities above or below active railroad lines. Force Account Work also refers to the non-DTL expenses associated with having railroad entity personnel perform a technical review of the Plans.

#### 6. Indirect Cost and Overhead

- a) Indirect Costs shall include costs of a general nature which could be applied to the Engineer's entire operation and which are not readily attributable to any one project. These shall include: fringe benefits, taxes, insurance premiums, postage, office supplies, motor vehicles, equipment, office machine and computer rentals, depreciation on purchased equipment, maintenance and operation costs, recruitment, temporary facilities, consultant fees, overhead (see below) and any such costs as are necessary to conduct the Engineer's operations with the exception of those cost items which are submitted to direct payment as out-of-pocket expenses.
- b) Overhead includes that portion of the Engineer's administrative, clerical and financial costs which are applicable to operations, including, but not limited to: rent, utilities, salary costs of administrative and clerical work (including administrative services of the Principal and Technical Typing), fringe benefits, payroll expenses, taxes, insurance, legal and professional fees, bank service charges, depreciation, office supplies and equipment, maintenance.

#### 7. Overtime Premium

Overtime Premium Compensation should be those payments over and above straight salary for hours actually worked, which are required either by applicable State and Federal Laws and Regulations or with in accordance with the schedule set up under the Field Survey Union Contract. In no event however, should the rate of overtime premium compensation exceed the Engineer's normal Company policy relating to such compensation.

#### 8. Weekend/Night Work Differential

Weekend/night work differential should be compensation over and above the daily wage rate as indicated in the agreed upon rates (as would be indicated in the "Salary Schedule" table) for normally scheduled non-overtime shift work either on weekends or between the hours of 6:00 P.M. and 8:00 A.M. The weekend/night work differential should be limited to a maximum of ten percent (10%) of actual base pay for applicable time worked during the different periods, exclusive of overtime premium pay, and should be paid in accordance with the standards as established for reimbursement allowances for City personnel. In no event however, should rate of weekend/night work differential exceed the Engineer's normal Company Policy relating to such compensation.

#### 9. Performance Evaluation

Consultant services must be performed in a timely manner. Emphasis should be placed on qualitative and timely submission of required documents and reports. Evaluations of performance will be used in selection of consultants for future work.

#### 10. Subconsultants and Subcontractors

Subconsultant and/or Subcontractor services must be performed on a time and material basis with a not to exceed maximum cost. Reimbursement will be based on time and material invoices verified by the same rules governing the prime consultant. Subconsultant services not included in the original proposal and all Subcontractor services must be justified to the satisfaction of the Executive Director of Capital Program Management or the Deputy Chief Engineer of Bridges.

#### D. PAYMENTS

1. During the course of the contract, all payments, including the final payment, shall be paid to the Engineer on a monthly basis as they occur, as follows:
  - a) Payment shall be made based on direct technical office or field salaries of the Engineer and all professional subcontractors in connection with the project, times a technical office or field multiplier of:  
    \_\_\_\_\_ for office work \*  
    \_\_\_\_\_ field work \*
  - b) For approved out-of-pocket costs and allowable time for Principals' services, payments shall be made on the basis of direct reimbursement at cost to the Engineer, with no markup for the Engineer's overhead and profit.
2. The Consultant shall submit to the Commissioner, or his duly authorized representative, but not more than once per calendar month, a certified requisition, and six copies, setting forth in detail the items of work and services performed by the consultant and the amount of partial payment requested. Requisitions shall be accompanied by statements prepared and certified by the consultant setting forth the name and title of each of his/her and his/her sub-consultant's employees who was engaged in the project during such respective month, the number of hours worked each day, the direct salary and the compensation attributable to the time for which the requisition is submitted. All requisitions shall be accompanied by a report on the progress of the work, properly coded and tabulated to indicate the percentage of completion of each phase of the work. All said requisitions and progress reports shall be subject to review and approval of the Department's designated Project Engineer.
3. The Commissioner, or his duly authorized representative, shall review the said requisition and if, in his/her judgment, the work and services therein set forth have been performed, the Commissioner shall endorse his/her approval of payment of said requisition and certify that the work and services have been satisfactorily performed by the consultant.
4. Out-of-pocket expenses and compensation for Principals' Time approved by the Commissioner shall be paid at cost to the consultant, with no markup for the consultant's overhead and profit.
5. The last and final payment to the consultant shall become due and payable upon the actual completion of the work under this contract and the filing by the consultant with the Commissioner of all records and documents in connection with the project.

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\* Said multiplier was established by the Engineer in his/her "Request for Proposal" submission and has been accepted by the Department subject to the review and audit provisions as contained herein. In no event shall said multiplier be increased.

6. The final requisition shall be accompanied by a statement certifying and scheduling the total direct technical salary costs of the consultant attributable to the contract.
7. The fee and all payments hereunder shall be subject to review and audit by the Department of Transportation and subject to audit by the Comptroller of the City of New York.
8. The fee shall not be increased for any reason except as provided herein or where such increase is due to a material change in scope only.

The annual daily rates, exclusive of applicable weekend/night work differential, shall not exceed the rates as shown on Labor Cost Proposals Forms 4T-1 & 4T-2. However, the Engineer may periodically, but not more than once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be within the parameters as established in the U. S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries

9. Partial Payments:

- a) The consultant shall be paid in monthly progress payments based on actual allowable cost incurred during the period in accordance with Section IV of this Agreement. The consultant shall submit a breakdown of costs for each specific task provided with request for payment. Payment requests are subject to the approval of the Commissioner, or his duly authorized representative.
- b) The consultant shall inform the city and all sub-contractors of the consultant's schedule for submitting monthly requisitions to the City, said schedule shall be strictly adhered to by the consultant.
- c) All sub-contractor requisitions received by the consultant at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the consultant does not have other costs to be billed for that period. The consultant shall inform the sub-contractor of the date the requisition was submitted to the City and the amount included for the sub-contractor.
- d) The consultant is required to make partial payments to all sub-contractors within (10) calendar days of receipt of payment from the City.
- e) Accounts of the consultant shall clearly identify the costs of the work performed under this Agreement and shall be subject to periodic and final audit by the City and, on Federally aided Projects, by the Federal Highway Administration. Such audit shall not be a condition of partial payment.
- f) The consultant shall not be entitled to any additional compensation as a result of any sum or sums paid to the construction contractor(s) in settlement of claims for additional compensation or of any judgment for damages under the construction contracts. However, in the event of the necessity of re-letting a construction contract or contracts the consultant shall be compensated for any additional work rendered to the City, as a result of such re-letting.

In addition to any other requirements contained herein, the consultant is advised that all payments due under this contract are subject to various directives issued by the Office of the Comptroller regarding the auditing of payment to consultants. Such directives are:

Directive No.2 (Guidelines for Audit of Vouchers Submitted Under Cost Reimbursable Contractual Agreements) Directive No.6 (Travel Meals Lodging and Miscellaneous Agency Expense); and Directive No. 7 (Audit of Payment Vouchers Issued Under Contracts for Construction, Equipment and Related Consultant Services).

Said Directive may be obtained from the Project Engineer.

- g) The total maximum length of this contract for Engineering and Design Services in connection with School Safety project – Second Group, Citywide shall be 1461 consecutive calendar days from notice to proceed.**
- h) This Department in its sole discretion has the option to renew this contract at the same terms and conditions, and not to exceed price, for an additional 4 years. The multiplier is subject to adjustment at the renewal time.**

**E. LIQUIDATED DAMAGES**

In the event that the consultant does not complete any assignment within the time fixed in the Time of Completion section of the Specific Requirements scope of services, or within the time to which such completion may have been extended by agreement (see notes below), the consultant must pay to the City the sum of one hundred (\$100) dollars for each and every calendar day that the time consumed in completing the assignment exceeds the time allowed, provided, however, that the delay in completing the assignment<sup>2</sup> is within the control of the consultant and is caused solely by the consultant's acts or failures to act. Delays beyond the control of the consultant shall include, but not be limited to, those caused by the following:

- a) On the part of the City, its agencies, employees and representatives, acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
- b) On the part of private utilities and agencies, acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
- c) Unavoidable casualties, including Acts of God.
- d) The enforcement of laws and regulations by the City, the State of New York and/or Federal Government enacted subsequent to the date of this contract.

In view of the difficulty of accurately ascertaining the loss, which the City will suffer by reason of delay in the completion of the assignment hereunder, the sum of one hundred (\$100) dollars is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification or the consultant's obligation to indemnify the City, or any other remedy provided for by contract or by law.

The comptroller will deduct and retain out of the monies which may be due hereunder, the amount of any such liquidated damages; and in case the amount which may be due hereunder shall be less than the amount of liquidated damages suffered by the City, the consultant shall be liable to pay the difference upon demand by the comptroller.

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<sup>2</sup>**Notes:**

- 1. The Target Date for completion of an assignment will be indicated in the Time of Completion section of the Specific Requirements scope of services.
- 2. Time Extension request(s) must be filed by the Engineer not less than 14 calendar days, and approved by the City, prior to expiration of applicable Time of Completion deadline(s).

**F. ELECTRONIC FUNDS TRANSFER**

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

## **SECTION VII**

### **B) GENERAL PROVISIONS (APPENDIX A)**

## **SECTION VII**

### **B)**

## **GENERAL PROVISIONS (Appendix A)**

### **APPENDIX A**

#### **GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES**

##### **ARTICLE 1. DEFINITIONS**

1.1 As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "City" shall mean the City of New York, its departments and political subdivisions.
- B. "Comptroller" shall mean the Comptroller of the City of New York.
- C. "Department" or "Agency" shall mean the New York City Department of Transportation.
- D. "Commissioner" or "Agency Head" shall mean the Commissioner of the Department of Transportation or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.
- E. "Law" or "Laws" shall include but not be limited to the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

##### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

###### **2.1 PROCUREMENT OF CONTRACT**

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the Agency shall have the right to annul this Contract without liability, entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

###### **2.2 CONFLICT OF INTEREST**

The Contractor represents and warrants that 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. The Contractor further represents and warrants that in the performance of the Contract no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part from the City Treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Contract or in the proceeds thereof.

### **2.3 FAIR PRACTICES**

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this Contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this Contract and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the bid or proposal opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a bid or proposal for the purpose of restricting competition. The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

### **ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY**

- 3.1 All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the New York City Charter and Administrative Code of the City of New York, as well as orders and regulation promulgated pursuant thereto.
- 3.2 The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and to the Comptroller as they consider necessary.
- 3.3 All books, vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City of New York, the State of New York, the Federal Government and any other person duly authorized by the City. Such audit may include examination and review of the source and application of all funds whether from the City, any State, the Federal Government, private sources or otherwise.
- 3.4 The Contractor shall not be entitled to final payment under the Contract until all requirements have been satisfactorily met.

## ARTICLE 4. COVENANTS OF THE CONTRACTOR

### 4.1 EMPLOYEES

- A. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Contract are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Contract. Nothing in the Contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this Contract, to any person, firm or corporation.
- B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this Contract resulting from any negligent or wrongful act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, of independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Design Build Contractor or not.
- C. Minimum Wage

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 Contractor in the performance of this Contract 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.

### 4.2 INDEPENDENT CONTRACTOR STATUS

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York, and that in accordance with such status as independent contractor, the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason hereof, and that 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 City of New York, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

### 4.3 INSURANCE

- A. Required Insurance Coverage: Before performing any work on the Contract, the Contractor shall procure and maintain for the duration of the Contract, insurance against any claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work in this Contract by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall procure the required insurance from companies licensed and authorized by the New York State Department of Insurance to do business in New York State and with a Best's rating of A-7 or better.

1. Commercial General Liability. Before performing any work on the Contract, the Contractor shall procure Comprehensive General Liability Insurance in the Contractor's name and naming the City of New York and the Department of Transportation as additional insured thereunder and endorsed to cover the liability assumed by the Contractor under the indemnity provisions of this Contract. This insurance policy shall be maintained during the term of this Contract and shall protect the City of New York, the Contractor and/or its subcontractors performing work under this Contract from claims for property damage and/or bodily injury, including death, which may arise from operations under this Contract, whether such operations are performed by the Contractor or anyone directly or indirectly employed by the Contractor. The coverage provided shall not be less than \$1,000,000 per occurrence. The coverage provided must be "occurrence" based; "claims-made" coverage will not be accepted.
2. Workers' Compensation Insurance. Before performing any work on this Contract, the Contractor and each Subcontractor shall provide Workers' Compensation Insurance in accordance with the Laws of the State of New York, and the United States Longshoremen's and Harbor Workers' Act where applicable, on behalf of all employees providing services under this Contract.
3. Employers' Liability Insurance. Before performing any work on this Contract, the Contractor shall procure Employers' Liability Insurance, in the amount of at least \$1,000,000 per accident, providing compensation for bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the Contractor.
4. Automobile Liability. Before performing any work on this Contract, the Contractor shall procure commercial auto liability insurance covering all owned, non-owned, hired and borrowed vehicles to be used in connection with this Contract. The City of New York and the Department shall be named as additional insureds. Coverage shall be in an amount of at least \$1,000,000.00.
5. Unemployment Insurance. Before performing any work on this Contract, Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.
6. Professional Liability. Before performing any work on this Contract, the Contractor shall procure Professional Liability Insurance covering as insured the Contractor, with a limit of liability of not less than \$1,000,000. All sub-consultants to the Contractor providing professional services under this Contract shall also provide evidence of Professional Liability Insurance to the Commissioner at limits appropriate to the exposures of the sub-consultant's work, with deductibles suitable for the financial capacity of the sub-consultant and through carriers and on forms acceptable to the City.
7. The Contractor agrees to indemnify and hold harmless the City of New York and each officer, agent and employee of the City of New York against any and all claims for personal injury or wrongful death or damage to personal property arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

(B) General Requirements for Insurance Policies:

1. All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The Contractor must first obtain the written approval of the City's Risk Manager of the Mayor's Office of Operations, or its delegate, in the event it wishes to maintain any type of required insurance with a company not licensed to do business in the State of New York.
2. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the City is an insured under the policy.

3. All insurance policies shall include, without limitations, the following endorsements/requirements.
- (a) Notice under the Policy to the City as Additional Insured shall be addressed to each of the following: (1) the Commissioner; (2) Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, NY 10007; and
  - (b) Notwithstanding any provision of this policy to the contrary, notice by or on behalf of the City as Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the Comptroller; however, in no event shall notice be deemed untimely so long as it is given within 180 days of the filing of the Notice of Claim; and
  - (c) Any notice, demand other writing by or on behalf of the Contractor to the Insurance Company relating to any occurrence, offense, claim or suit shall also be deemed to be a notice, demand, or other writing on behalf of the City as Additional Insured, and any response thereto on behalf of the Insurance Company shall be sent to the Contractor, to the City at New York City Law Department, Insurance Law Unit, Affirmative Litigation Division, 100 Church Street, New York, NY 10007, and to the Comptroller at Insurance Unit, NYC Comptroller's Office, 1 Centre Street, Room 1222, New York, NY; and
  - (d) Notice of Cancellation of Policy: In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless sixty (60) days' prior written notice is sent to the Named Insured by Registered Mail and also sent to the Commissioner and to the Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior consent of the said Commissioner; and
  - (e) It is agreed that the Insurance Company, in the event of any payment under these policies, will waive its rights of recovery, if any, against the City; and
  - (f) The Insurance required for this contract must be on forms acceptable to the City and offered by Insurers acceptable to the New York State Insurance Department; and
  - (g) Where circumstances warrant, the Commissioner may, at his discretion and subject to acceptance by the Law Department and/or the Office of the Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements; and
  - (h) The Contractor shall be solely responsible for payment of all premiums for Insurance requirements, and shall be solely responsible for the payment of all deductibles to which such policies are subject whether or not the City of New York is an insured under the policy; and
  - (i) Claims-made policies will only be accepted for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year; and
  - (j) The policies shall contain no exclusions or endorsements which are not acceptable to the City; and

- (k) Should the policies providing for any of the Insurance coverage required by the Contract expire during the Contract term, certificates confirming renewal of such insurance coverage shall be presented the Commissioner not less than thirty (30) days prior to the expiration date of coverage. In addition, a copy of the actual renewal policy, with all endorsements, shall be provided to the Commissioner no later than thirty (30) days after the expiration of the policy previously provided to the Commissioner. Failure to provide any renewal policy shall be ground to suspend payments to the Contractor; and
  - (l) Submission of Insurance Certificates and Policies. For all insurance coverage required under the Contract, two (2) certificates of such insurance shall be furnished to the Commissioner not later than twenty (20) days after receipt of the Notice of Award, unless otherwise directed by the Commissioner. In addition, with respect to all insurance coverage required by the contract, with the exception of Workers' Compensation and Employer's Liability Insurance, two (2) executed copies of the insurance POLICIES shall be provided to the Commissioner as soon as is practicable, but in not event later than thirty (30) days after the commencement of work. No Contract payments will be accepted for processing until such policies are received and approved, and failure to provide the required policies shall be ground for declaring the Contractor in default.
- C. Materiality/Non-Waiver: The Contractor's failure to secure policy(ies) in complete conformity with this article, or to give the Insurance Company timely notice of an occurrence, offense, claim or suit on behalf of the City, shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

#### **4.4 PROTECTION OF CITY PROPERTY**

- A. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Contract and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel and employees, or any person, firm, company, agent or others engaged by the Contractor as an expert, consultant, specialist or subcontractor hereunder.
- B. In the event that any such City property is lost or damaged, except for normal wear and tear, the City shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover such loss of damage.
- C. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claim for damages due to any such loss or damage to any such City property described in subsection 4.4A above.
- D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Contract.

#### **4.5 CONFIDENTIALITY**

All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Contract are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the Department.

#### **4.6 BOOKS AND RECORDS**

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

#### **4.7 RETENTION OF RECORDS**

The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of the Contract, whichever is later. City, State and Federal auditors and any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

#### **4.8 COMPLIANCE WITH LAW**

Contractor shall render all services under this Contract in accordance with applicable provisions of Federal, State and Local laws, rules and regulations as are in effect at the time such services are rendered.

#### **4.9 INVESTIGATION CLAUSE**

- A. The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) 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.
- B. 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 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;
- C. If any person refused 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 a City or State 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 an interested party in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation with the City, then;
- D. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- E. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (G) below without the City incurring any penalty or damages for delay or otherwise.
- F. The penalties which may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:
  - 1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or 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 City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the 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.
- G. The Commissioner or Agency Head shall consider and address, in reaching his or her determination and in assessing an appropriate penalty, the factors listed in paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraph (3) and (4) below in addition to any other information which may be relevant and appropriate:
1. The party's 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.
  2. The relationship of the person who refused 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.
  3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
  4. 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 (F) above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in (D) 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.
- H.
1. The term "license" or "permit" as read herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
  2. 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.
  3. The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or permits from or through the City or otherwise transacts business with the City.
  4. 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.
- I.
- In addition to and notwithstanding any other provision of this Contract the Commissioner or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days' written notice in the event Contractor fails to promptly report in writing to the Commissioner 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 Contract by the Contractor, or affecting the performance of this Contract.

#### **4.10 ASSIGNMENT**

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or of Contractor's rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the notices due or to become due under this Contract, unless the prior written consent of the Agency shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.
- B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination for cause, at the option of the Agency; and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees or transferees, and all monies that may become due under the Contract shall be forfeited to the City except so much thereof as may be necessary to pay the Contractor's employees.
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New York.
- D. This Agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

#### **4.11 SUBCONTRACTING**

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Contract without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the Department with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:
  - 1. That the work performed by the subcontractor must be in accordance with the terms of the Contract between the Department and the Contractor.
  - 2. That nothing contained in such Contract shall impair the rights of the Department.
  - 3. That nothing contained herein, or under the Contract between the Department and the Contractor, shall create any contractual relation between the Subcontractor and the Department, and
  - 4. That the Subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Contract between the Department and the Contractor.
- B. The Contractor agrees that it is fully responsible to the Department for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.
- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

#### **4.12 PUBLICITY**

- A. The prior written approval of the Department is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Contract, 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 Contract.

- B. If the Contractor publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the Department shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

#### **4.13 PARTICIPATION IN AN INTERNATIONAL BOYCOTT**

- A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to conviction of the Contractor or a substantially-owned affiliated company thereof for participation in international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render this Contract forfeited and void.
- C. The Contractor shall comply in all respects, with the provisions of § 6-114 of the Administrative Code of the City of New York and the rules and regulation issued by the Comptroller thereunder.

#### **4.14 INVENTIONS, PATENTS AND COPYRIGHTS**

- A. Any discovery or invention arising out of or developed in the course of performance of this Contract shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention 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 in order to protect the public interest.
- B. No report, document or other data produced in whole or in part with contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Contract.
- C. In no case shall subsection A and B of this section apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Contract.

#### **4.15 INFRINGEMENTS**

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold the Department harmless for any damage or loss or expense sustained by the Department from any infringement by the Contractor of any copyright, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Contract.

#### **4.16 ANTI-TRUST**

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the anti-trust laws of the State of New York or of the United States relating to the particular goods or services purchased or procured by the City under this Contract.

## ARTICLE 5. TERMINATION

- A. The Department and/or City shall have the right to terminate this Contract, in whole or in part:
1. Under any right to terminate as specified in any section of this Contract.
  2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Contract.
  3. Upon the Contractor's becoming insolvent.
  4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntarily or involuntarily.
  5. Upon the Commissioner's determination that termination is in the best interest of the City.
- B. The Department or City shall give the Contractor written notice of any termination of this Contract specifying therein the applicable provisions of subsection A of this section and the effective date thereof, which shall not be less than ten (10) days from the date the notice is received.
- C. The contractor shall be entitled to apply to the Department to have this Contract terminated by said Department by reason of any failure in the performance of this Contract (including any failure by the Contractor to make progress in the execution 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 Contractor. 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; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or any other case beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgment therein. If such a determination is made and the Contract terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.
- D. Upon termination of this Contract the Contractor shall comply with the Department or City close-out procedure, including but not limited to:
1. Accounting for and refunding to the Department or City within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Contract.
  2. Furnishing within thirty (30) days an inventory to the Department or City of all equipment, appurtenances and property purchased through or provided under this Contract carrying out any Department or City directive concerning the disposition thereof.
  3. Not incurring or paying any further obligation pursuant to this Contract beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after such date shall be paid by the Department or City in accordance with the terms of this Contract. In no event shall the "obligation", as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord.
  4. Turn over to the Department or City or its designees all books, records, documents and material specifically relating to the Contract.
  5. Submit, within ninety (90) days, a final statement and report relating to the Contract. The report shall be made by a certified public accountant or a licensed public accountant.

- E. In the event the Department or City shall terminate this Contract, in whole or in part, as provided in paragraphs 1, 2, 3, or 4 of subsection A of this section, the Department or City may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Contract to the extent not terminated hereby.
- F. Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's breach of the Contract, and the City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.
- G. The provisions of the Contract regarding confidentiality of information shall remain in full force and effect following any termination.
- H. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Contract.

## **ARTICLE 6. MISCELLANEOUS**

### **6.1 CONFLICT OF LAWS**

All disputes arising out of this Contract shall be interpreted and decided in accordance with the laws of the State of New York.

### **6.2 GENERAL RELEASE**

The acceptance by the Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of liability to the Contractor arising out of the performance of this Contract.

### **6.3 CLAIMS AND ACTIONS THEREON**

- A. Any claim, which is not subject to the Dispute Resolution provisions of the PBB Rules, against the City for damages for breach of contract shall not be made or asserted in any action or proceeding at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as hereinbefore provided.
- B. No action or proceeding shall be instituted or maintained on any such claims unless such action or proceeding be commenced within six (6) months after the date the Commissioner issues a Certificate of Substantial Completion except that:
  - 1. Any claims arising out of events occurring after the date the Commissioner issues a Certificate of Substantial Completion and before Final Acceptance of the work shall be asserted within six (6) months of Final Acceptance of the work;
  - 2. Any claims for monies deducted, retained or withheld under the provisions of this Contract shall be asserted within six (6) months after the date when such monies become due and payable hereunder; and
  - 3. If the Commissioner exercises his/her right to terminate the Contract Pursuant to Article 5, any such action shall be commenced within six (6) months of the date of filing in the Office of the Comptroller of the City of the Certificate for Final Payment hereunder.

- C. In the event any claim is made or any action brought in any way relating to the Contract herein, the Contractor shall diligently render to the Department and/or the City of New York, without additional compensation, any and all assistance which the Department and/or the City of New York may require of the Contractor.
- D. The contractor shall report to the Department in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

**6.4 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES**

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the City for, or on account of, anything done or omitted in connection with this Contract.

**6.5 WAIVER**

Waiver by the Department of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract unless and until the same shall be agreed to in writing by the Department or City as required and attached to the original Contract.

**6.6 NOTICE**

The Contractor and the Department hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by Certified Mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice of process in the institution of an action or proceeding as provided by law, including the Civil Practice Law and Rules.

**6.7 ALL LEGAL PROVISIONS DEEMED INCLUDED**

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be 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 Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

**6.8 SEVERABILITY**

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

**6.9 POLITICAL ACTIVITY**

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 Contract, nor shall any of the funds provided under this Contract be used for such purposes.

**6.10 MODIFICATION**

This Contract may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

**6.11 PARAGRAPH HEADINGS**

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

**6.12 NO REMOVAL OF RECORDS FROM PREMISES**

Where performance of this Contract involves use by the Contractor of departmental papers, files, data or records at departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records, therefrom without the prior approval of the Department's designated official.

**6.13 INSPECTION AT SITE**

The Department shall have the right to have representatives of the Department or the City, State or Federal governments present at the site of the engagement to observe the work being performed.

**6.14 MERGER**

This written Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**6.15 CONDITIONS PRECEDENT**

This contract shall neither be binding nor effective unless:

- A. Approved by the Mayor pursuant to the provisions of Executive Order No. 42 dated October 9, 1975, in the event the Executive Order requires such approval; and
- B. Certified by the Mayor (Mayor's Fiscal Committee created pursuant Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and
- C. Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the Act require such approval.
- D. It has been authorized by the Mayor and the Comptroller shall have endorsed his or her certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out this Contract.

The requirement of this section of the Contract shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Contract to be effective and for the expenditure of City funds.

**6.16 PPB RULES**

The Contract is subject to the Rules of the Procurement Policy Board of the City of New York effective March 2004 as amended. In the event of a conflict between said Rules and a provision of this Contract, the Rules shall take precedence.

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**6.17 STATE LABOR LAW AND CITY ADMINISTRATIVE CODE**

- A. As required by New York State Labor Law § 220-e:
  - 1. That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified as available to perform the work to which the employment relates;
  - 2. That neither the Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex or national origin;
  - 3. That there may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract;
  - 4. That this Contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
  - 5. The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
  
- B. As required by New York City Administrative Code § 6-108
  - 1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.
  - 2. It shall be unlawful for any person or any servant, agent or employee of any person, described in subdivision (a) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
  - 3. Disobedience of the foregoing provisions shall be deemed a violation of a material provision of the Contract.
  - 4. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty days, or both.

**6.18 FORUM PROVISION CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**

- A. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.
  
- B. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:

1. If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing;
2. With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.
3. With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.
4. If the Contractor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York, or if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

**6.19 E.O. 50 APPENDIX A RIDER**

- A. This Contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O. 50") and the Rules and Regulations promulgated have been complied with in their entirety. By signing this Contract, the Contractor, agrees that it:
- (1) Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
  - (2) Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;
  - (3) Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;
  - (4) 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 the rules and regulations promulgated thereunder; and
  - (5) Will furnish all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50 rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- B. The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the Contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:
- (i) disapproval of the Contractor;
  - (ii) suspension or termination of the Contract;
  - (iii) declaring the Contractor in default;
  - (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.
- C. The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be non-responsible.
- D. The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.
- E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

#### **6.20 NOISE CONTROL CODE PROVISIONS**

- A. The Contractor agrees to comply with the provisions of Section 24-216, Noise Abatement Contract Compliance, of Chapter 2 of Title 24 of the Administrative Code of the City of New York which stipulates the following:
- 1. Devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the New York City Noise Control Code shall be operated, conducted, constructed or manufactured without causing a violation of the Code.
  - 2. Such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the Department of Environmental Protection. Regulations promulgated pursuant to Section 24-216 after the proposal received for this Contract shall not alter its terms, conditions and specifications.

#### **6.21 LIQUIDATED DAMAGES**

- A. In case the Contractor shall substantially fail to complete the work within the times fixed in the General Provisions of this Contract or within the times to which such completion may have been extended by agreement, the Contractor must pay to the City the sum of one hundred (\$100) dollars for each and every calendar day that the time consumed in completing the work exceeds the time allowed, provided, however, that the delay in completing the work is within the control of the Contractor and is caused solely by the Contractor's acts or failures to act. There is no limit to the Liquidated Damages. Delays beyond the control of the Contractor shall include, but not be limited to, those caused by the following..."

B.

1. On the part of the City, its agencies, employees and representative acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
2. On the part of private utilities and agencies, acts or failure to act to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
3. Unavoidable casualties, including Acts of God.
4. The enforcement of laws and regulation by the City, the State of New York and/or Federal Government enacted subsequent to the date of this Contract.

C. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the work hereunder, the sum of one hundred (\$100) dollars is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

D. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification or the Contractor's obligation to indemnify the City, or any other remedy provided for by contract or by law.

E. The Comptroller will deduct and retain out of the monies which may be due hereunder, the amount of any such liquidated damages; and in case the amount which may be due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the Comptroller.

#### **6.22 COPIES OF REPORTS**

A copy of each report submitted by the Contractor to any official or to any officer, employee, agent or representative of a City department, agency, commission or body or to any corporation, association or entity whose expenses are paid in whole or in part from the City treasury, shall be furnished to the Commissioner of the Department to which such report was submitted or, if not a City department, then to the chief controlling officer or officers of such other office or entity. A copy of such report shall also be furnished to the Director of the Mayor's Office of Construction for matters related to construction or to the Director of the Mayor's Office of Operations for all other matters.

#### **6.23 CONTRACTOR'S PERFORMANCE EVALUATION**

The Contractor's performance shall be evaluated by the City annually and upon Contract completion. A copy of the evaluation will be sent to the Contractor not later than fifteen (15) calendar days after the occurrence of this event and the Contractor may respond in writing to the performance report. Such response shall be submitted to the Commissioner not later than fifteen (15) calendar days after a copy of the evaluation is sent to the Contractor. The response will be affixed to the evaluation. Failure to respond may result in review of the Contractor's performance when a proposal is evaluated without the benefit of the Contractor's response to the evaluation.

#### **6.24 CONTRACT CHANGES**

A. Changes may be made to this Contract only as duly authorized by the Agency Chief Contracting Officer or the Agency Chief Contracting Officer's designee. Contractors deviating from the requirements of an original purchase order or Contract without a duly approved change order, do so at their own risk. All such changes, modifications and amendments will become part of the original Contract.

B. Contract changes will be made only for work necessary to complete the work included in the original scope of the Contract, and for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of the work.

- C. Changes may include any one or more of the following:
1. Specification changes to account for design errors or omissions;
  2. Changes in Contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original Contract amount or \$100,000 shall be approved by the City Chief Procurement Officer (CCPO) (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts);
  3. Extensions of a Contract term for good and sufficient cause for a cumulative period not to exceed one (1) year from the date of expiration of the current Contract. Requirements contracts shall be subject to this limitation;
  4. Changes in delivery location;
  5. Changes in shipment method; and
  6. Any other changes not inconsistent with the PPB Rules.
- D. Any Contractor may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the Contract work is necessarily delayed by a change order, the Contractor may be entitled to an extension to time of performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

## **6.25 RESOLUTION OF DISPUTES**

- A. All disputes between the City and the Contractor of the kind delineated in this section that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this section and the Rules of the Procurement Policy Board ("PPB Rules"). The procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.
1. This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
  2. For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for extra work or disputed work performed in connection with the Contract, the conformity of the Contractor's work to the Contract, and the acceptability and quality of the Contractor's work; such disputes arise when the Engineer makes a determination with which the Contractor disagrees.
- B. All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.
- C. During such time as any dispute is being presented, heard, and considered pursuant to this section, the Contract terms shall remain in full force and effect and the Contractor shall continue to perform work in accordance with the Contract and as directed by the Agency Chief Contracting Officer ("ACCO") or Engineer. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this section and a material breach of contract.

D. Presentation of Disputes to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein or, if no time is specified, within thirty (30) days of receiving notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract.

The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the Engineer, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Contract, and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the Contractor initiating the dispute.
  3. Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the Engineer, together with a statement concerning how the decision may be appealed.
  4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.
- D. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) days of its receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the written decision of the Agency Head, and; (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
  2. Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head except at the request of the Comptroller.
  3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.
  4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in E (1) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.
- F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:
1. The chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
  2. The City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and
  3. A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons companies, or organizations having disputes with the City.
- F. Petition to Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the Contractor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

1. **Form and Content of Petition by Contractor.** The Contractor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the written decision of the Comptroller, if any, and (v) copies of all correspondence with, and written material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four (4) complete sets of the Petition: one (1) to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three (3) to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.
  2. **Agency Response.** Within thirty (30) days of its receipt of the Petition, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three (3) complete copies of the Agency response shall be submitted to the CDRB at OATH's Offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.
  3. **Further Proceedings.** The CDRB shall permit the Contractor to present its case by the submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by the submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, at its discretion, may seek such technical or other expert advice from any party as it shall deem appropriate and any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
  4. **Contract Dispute Resolution Board Determination.** Within Forty-five (45) days of the conclusion of all written submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the Contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.
  5. **Notification of Contract Dispute Resolution Board Decision.** The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and in the case of construction or construction-related services, the Engineer. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.
  6. **Finality of Contract Dispute Resolution Board Decision.** The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four (4) months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York, pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with the PPB Rules.
- G. Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

**6.26 EXTENSION OF TIME FOR PERFORMANCE CONSTRUCTION AND CONSTRUCTION RELATED ONLY**

- A. If performance by the Contractor is delayed for a reason set forth in the Contract, the Contractor may be allowed a reasonable extension of time in conformance with this Section and with the Rules of the Procurement Policy Board.
- B. Any extension of time may be granted only by the Agency Chief Contracting Officer or by the Board for the Extension of Time (as set forth below) upon written application by the Contractor.
- C. Grounds for Extension – If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work caused solely: (i) by the acts or omissions of the City, its officers, agents or employees; or (ii) by the actions or omissions of other contractors on this project; or (iii) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, 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 Contractor). The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the Commissioner or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all the requirements of Article 9, 10, and 11 of Chapter III, “Time Provisions”, of the City of New York Standard Construction Contract, effective October 2000, as amended.
- D. Extension for Concurrent Causes of Delay – The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the ACCO or the Board for Contract Time Extension irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his/her Subcontractors or material men, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.
  - 1. The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.
  - 2. The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the ACCO or the Board. In the absence of special circumstances, applications for extensions of time not exceeding sixty (60) days in the aggregate will be acted upon by the Department within (30) days after request therefor.
  - 3. Permitting the Contractor to continue with the work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operated as a waiver on the part of the City or any of its rights under this contract.
- E. Application for Extension of Time
  - 1. Before the Contractor’s time extension request may be approved, the Contractor must, within five (5) days after commencement of the condition which allegedly has caused or is causing the delay, submit a written application to the ACCO identifying:
    - (a) the Contractor; the Contract registration number; and project description;
    - (b) liquidated damage assessment rate, as specified in the Contract;
    - (c) original bid amount;
    - (d) the original Contract start date and completion date;

- (e) any previous time extensions granted (number and duration); and
  - (f) the extension of time requested.
2. In addition, the application for extension of time shall set forth in detail:
- (a) the nature of each alleged cause of delay in completing the work;
  - (b) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;
  - (c) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for substantial and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and
  - (d) a statement indicating the Contractor's understanding that the time extension is granted only for the purpose of permitting continuation of Contract performance and payment for work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

F. Analysis and Approval of Time Extensions

1. For time extensions for partial payments, a written determination shall be made by the ACCO who may, for good and sufficient cause extend the time for the performance of the Contract as follows:
- (a) If the work is to be completed within six (6) months, the time for performance may be extended for sixty (60) days;
  - (b) If the work is to be completed within less than one year but more than six (6) months, and extension of ninety (90) days may be granted;
  - (c) If the Contract period exceeds one year, besides the extension granted in subparagraph (b) above, an additional thirty (30) days may be granted for each multiple of six (6) months involved beyond the one year period; or
  - (d) If exceptional circumstances exist, the ACCO may extend the time for performance beyond the extensions in (a), (b), and (c) above. In that event, the ACCO shall file with the Director of the Office of Construction a written explanation of the exceptional circumstances.
2. For extensions of time for substantial completion payments and final completion payments, the Department's engineering staff, in consultation with the ACCO, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of the Contract). The report shall be subject to review by and approval of the Board of Time Extension, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board of Time Extension shall be made a part of the departmental Contract file.
3. Approval Mechanism for Time Extensions for Final or Substantial Completion Payments – An extension of time for a final or substantial completion payment shall be granted only with the approval of a Board of Time Extension comprised of the ACCO, the Corporation Counsel and the Comptroller, or their authorized representatives.

- G. Assessment of Liquidated Damages – In the case of substantial completion and final completion payments, liquidated damages shall be assessed against the Contractor as determined by the report's analysis of the Contract's delays. However, neither the failure to assess liquidated damages at this time, nor the report itself, nor the granting of a time extension at substantial or final completion, shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

**6.27 EXTENSION OF TIME FOR PERFORMANCE (NON-CONSTRUCTION ONLY)**

If performance by the Contractor is delayed for a reason set forth in the Contract, reasonable extension in time for performance may be allowed.

- A. An extension of time may be granted only by the ACCO of the agency that awarded the Contract, upon written application by the Contractor.
- B. The ruling of the ACCO shall be final and binding as to the allowance of an extension, and the number of days allowed.
- C. The application for extension must detail each cause for delay, the date it occurred, and the resulting total delay in days attributed to such case.

**6.28 NO DAMAGE FOR DELAY**

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

**6.29 PROMPT PAYMENT**

- A. The Prompt Payment provisions set forth in the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under this Contract. The provisions require the payment to Contractors of interest on payments made after the required payment date except as set forth in the Prompt Payment section of the Rules.
- B. The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
- C. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment section of the Procurement Policy Board Rules and General Municipal Law Section 3-a.
- D. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).
- E. The Contractor shall pay each Subcontractor (including a Materials Supplier) not later than seven (7) days after receipt of payment out of amounts paid to the Contractor by the City for work performed by the Subcontractor or Supplier under this Contract.
- F. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its lower-tier Subcontractors or Suppliers for work performed under this Contract in the same manner and within the same time period set forth above.

## **SECTION VII**

### **C) PROCEDURAL FORMS PACKET**

#### **CONTENTS**

- 1. FORM 1P - PROPOSAL COVER LETTER**
- 2. FORM 2P - ACKNOWLEDGEMENT OF ADDENDA**
- 3. FORM 3P - AFFIRMATION FORM**

**Note:** Please copy and use separate sheets for each subconsultant (if any).  
Make copies of format sheets as needed

# FORM 1P

## PROPOSAL COVER LETTER

Request for Proposals for Engineering, Design and Inspection Services  
In Connection with  
The School Safety Project – Second Group  
Citywide  
PIN 84107MBTR164

**Proposer:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Tax Identification #: \_\_\_\_\_

**Proposer's Contact Person:**

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

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

**Proposer's Authorized Representative:**

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

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

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

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

Yes  No

# FORM 2P

## ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: \_\_\_\_\_

PIN: \_\_\_\_\_

**Directions:** Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

### Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated: \_\_\_\_\_

Addendum # 2, Dated \_\_\_\_\_

Addendum # 3, Dated \_\_\_\_\_

Addendum # 4, Dated \_\_\_\_\_

Addendum # 5, Dated \_\_\_\_\_

Addendum # 6, Dated \_\_\_\_\_

Addendum # 7, Dated \_\_\_\_\_

Addendum # 8, Dated \_\_\_\_\_

Addendum # 9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

### Part II Acknowledgement of No Receipt

\_\_\_\_\_ No Addendum was received in connection with this RFP

### Part III

Proposer's Name: \_\_\_\_\_

Proposer's Authorized Representative:

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

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

Signature: \_\_\_\_\_

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

# FORM 3P

## AFFIRMATION FORM

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts

Except \_\_\_\_\_

\_\_\_\_\_  
Full Name of Proposer or Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Check below and include appropriate number:

\_\_\_\_ Individual or Sole Proprietorship \*  
Social Security Number      \_ \_ - \_ \_ - \_ \_ \_ \_

\_\_\_\_ Partnership, Joint Venture or unincorporated company  
Employer Identification Number      \_ \_ - \_ \_ - \_ \_ \_ \_

\_\_\_\_ Corporation  
Employer Identification Number      \_ \_ - \_ \_ - \_ \_ \_ \_

If a corporation, place seal here:

by Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Must be signed by an officer or duly authorized representative.

\* Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers, or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

## **SECTION VII**

### **D) PROPOSAL FORMS PACKET**

#### **CONTENTS**

- 1. FORM 1T - QUALITY & RELEVANCE OF PRIOR EXPERIENCE  
(FIRM IN GENERAL)**
- 2. FORM 2T - PROPOSED STAFF (RESUMES)/EXPERIENCE**
- 3. FORM 3T - OVERALL PROJECT UNDERSTANDING AND APPROACH**
- 4. FORM 4T - JOB TITLES AND HOURS PROPOSED**
- 5. FORM 5T - NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS)**

**Note: Please copy and use separate sheets for each subconsultant (if any)  
Principal's Time (if any) is charged direct without multiplier.  
Make copies of format sheets as needed**

# FORM IT

## QUALITY & RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)

**PIN:** 84107MBTR164      **PROJECT NAME:** School Safety Project - Second Group

**CONSULTANT:** \_\_\_\_\_

PROFESSIONAL ENGINEERING/  
ARCHITECTURAL SERVICES

OTHER/ \_\_\_\_\_

### DESCRIBE

#### **QUALITY & RELEVANCE OF PRIOR EXPERIENCE – (FIRM IN GENERAL)**

- 1) Proposer will include relevant experience in transportation planning, traffic engineering, traffic calming and transportation modeling in the last five (5) years.
- 2) List all current and prior projects completed within the last five (5) years for transportation planning, traffic engineering, traffic calming and transportation modeling. For each project, provide the following information:
  - Description/Name of Project
  - Dollar Value of Project
  - Contract Term
  - Contract Status
  - Owner/Client
  - Owner Project Manager
  - Telephone No.
  - Email

NYCDOT reserves the right to request data to verify information provided above.

- 3) Proposer will include relevant experience in community outreach in the last five (5) years.
- 4) Proposer will demonstrate its financial capacity and management ability and the quality of its past performance including the ability to manage large scale, complex projects and complete them on time, as documented by references.

## FORM 2T

### PROPOSED STAFF (RESUMES)/EXPERIENCE

**PIN:** 84107MBTR164    **PROJECT NAME:** School Safety Project - Second Group

**CONTRACT NO.:** \_\_\_\_\_    **CONSULTANT:** \_\_\_\_\_

#### PROPOSED STAFF:

1. Provide an organization chart for staffing this project and attach resumes of all key personnel including any sub-consultants. The chart must provide the key personnel proposed titles/roles for this project.
  
2. Provide a description of all relevant experience for key personnel (including any sub consultants).
  - Include key personnel's relevant experience in transportation planning, traffic engineering, traffic calming and transportation modeling in the last five (5) years.
  - Include relevant experience in community outreach in the last five (5) years.
  - Explain how past assignments of key personnel relate to their proposed assignments on this project.
  
3. State the key personnel's commitment to and availability for the duration of this project.

## FORM 3T

### OVERALL PROJECT UNDERSTANDING AND APPROACH

PIN: 84107MBTR164 PROJECT NAME: School Safety Project - Second Group

CONTRACT NO.: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

OVERALL APPROACH TO PROJECT: (Staffing Sheet)

1. Describe your overall approach and understanding to providing transportation planning, traffic engineering, traffic calming and transportation modeling services for this project. Proposers are expected to explain the different tasks anticipated to be performed, their relationship, the extent to which they can be performed concurrently and the unique aspects of each task as they relate to this project. Explain the duration of each task and demonstrate the proposer's ability to complete these tasks on time with the proposed staffing. Please elaborate on how the positions assigned for this project as shown in your organization chart will assist you in the execution of each identified task and demonstrate ability to manage and complete these tasks in a timely fashion.
2. Discuss any alternate tasks, or innovative approaches that would assist in the successful provision of services and/or best achieve the project goals and objectives.

# FORM 4T

## JOB TITLES AND HOURS PROPOSED

PIN: 84107MBTR164 PROJECT NAME: School Safety Project - Second Group

PRIME CONSULTANT: \_\_\_\_\_

CONSULTANT ON THIS FORM: \_\_\_\_\_

PROFESSIONAL ENGINEERING/  
ARCHITECTURAL SERVICES  OTHER/\_\_\_\_\_

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

**DO NOT INCLUDE SALARIES ON THIS FORM**

1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.
2. No salary information should be included on this form.
3. This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)

# FORM 5T NYCDOT CURRENT WORKLOAD DISCLOSURE

The purpose of this form is to provide information concerning the current workload of the firms interested in the project for which the proposal is being submitted. The information provided should be for the office(s) which would perform the work of this contract. The values shown **should not** include fees to be paid to subconsultants and subcontractors or for rentals or purchases of equipment.

PIN: 84107MBTR164 FIRM NAME: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PROJECT NAME: School Safety Project – Second Group PHONE NUMBER \_\_\_\_\_

BIN: \_\_\_\_\_ ADDRESS OF OFFICE(S) TO PERFORM WORK \_\_\_\_\_

DATE OF RFP: \_\_\_\_\_

IS YOUR FIRM A: M/WBE DBE ? (Circle one)

Name of Personnel (Proposed Office(s)): Administration \_\_\_\_\_ Total Personnel \_\_\_\_\_

- I. Remaining NYC-DOT work of proposed office(s) (from back of sheet) with all NYC-DOT \$ \_\_\_\_\_
- II. Expected billings for next 18 months:
- A. NYC-DOT WORK: total expected billings in next 18 months. \$ \_\_\_\_\_
  - B. WORK WITH OTHER PUBLIC AGENCIES: total expected in the next 18 months \$ \_\_\_\_\_
  - C. PRIVATE WORK: total expected billings on projects in next 18 months. \$ \_\_\_\_\_
- TOTAL (A + B + C) \$ \_\_\_\_\_

III. Certified M/WBE or DBE firm(s) for Federal Aid Projects or for Non-Federal aid Projects proposed for use on this project:

SUBCONSULTANT FIRM NAME	PROPOSED % OF PROJECT	# OF TECHNICAL PERSONNEL	WORKLOAD
_____	_____ %	_____	\$ _____
_____	_____ %	_____	\$ _____
_____	_____ %	_____	\$ _____

- IV. Other firm(s) proposed for use on this project
- |       |         |       |          |
|-------|---------|-------|----------|
| _____ | _____ % | _____ | \$ _____ |
| _____ | _____ % | _____ | \$ _____ |

### CERTIFICATION

I hereby certify that the above figures are actual contract amounts (when available) or my best estimate of expected billings.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE (OFFICER OR PARTNER)

## FORM 5T Remaining work with NYCDOT (within Department)

List all projects on which you are currently working for the Department and those which you have been designated to perform. These shall be categorized as indicated below (Design, Construction Inspection or Miscellaneous).

Type of work – Highway, Bridge, Planning	Contract Number	Remaining \$ Value (include anticipated Supplemental Agreement for this Project (a)	Percentage of Project performed at Office(s) proposed for this Project  (b)	Pro-rated Workload of proposed office(s)  (a x b)
---	-----------------	---	---	--

Design Division (includes Highway Design, Bridge Design and Construction Support Services)				

Total Firmwide Design Workload \$ \_\_\_\_\_

Assigned Office(s) Miscellaneous Workload \$ \_\_\_\_\_

Construction Division (includes only Resident Engineering Inspection)				

Total Firmwide REI Workload \$ \_\_\_\_\_

Assigned Office(s) REI Workload \$ \_\_\_\_\_

Miscellaneous (includes Planning and any other agreements not covered above)				

Total Firmwide Miscellaneous Workload \$ \_\_\_\_\_

Assigned Office(s) Miscellaneous Workload \$ \_\_\_\_\_

Total Firmwide Overall  
Workload with NYC-DOT \$ \_\_\_\_\_

Assigned Office(s) Overall  
Workload with NYC-DOT \$ \_\_\_\_\_

YOU MAY ATTACH ADDITIONAL SHEETS OF REMAINING WORK FOLLOWING THE SAME FORMAT AS USED ABOVE.

Use the following as a ratings guide:

Calculate the Ratio of expected billable dollars per person per year vs. average billable dollars per person per year.

- If:
- EB\$PY** - expected billable dollars per person per year.
  - AB\$PY** - average billable dollars per person per year.
  - EB** - expected billing dollars for next 18 months.
  - S** - Total personnel minus administrative personnel.
  - Y** - Yearly adjustment (converts 18 months into 1 year).

Assume: **AB\$PY** = \$60,000 and **Y** = 1.5 (18 / 12 = 1.5)

Then: **EB\$PY = EB / S / Y and R = EB\$PY / AB\$PY X 100%**

If R is greater than or equal to 100%, a rating of 0 may be appropriate.  
 If R is equal to 75 %, a rating of 5 may be appropriate.  
 If R is less than or equal to 25%, a rating of 10 may be appropriate.

## **SECTION VII**

### **E) COST PROPOSAL FORMS PACKET**

#### **CONTENTS**

1.       **FORM 4T1       -    LABOR COST PROPOSAL**
2.       **FORM 4T2       -    COST PROPOSAL SUMMARY**
3.       **FORM 4T3       -    PERFORMANCE OUTCOME MEASURES  
                          AND RELATED FINANCIAL INCENTIVE  
                          AND/OR DISINCENTIVE**

**Note:            Please copy and use separate sheets for each sub consultant (if any).  
                      Make copies of format sheets as needed**

## FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: School Safety Project – Second Group, Citywide

PIN NO.: 84107MBTR164

PRIME CONSULTANT: \_\_\_\_\_

CONSULTANT ON THIS FORM: \_\_\_\_\_

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

OTHER/\_\_\_\_\_

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL 3 X COL 4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____
	<b><u>TOTALS</u></b>	_____	_____	_____	<b><u>(T)</u></b>
	<b>MULTIPLIER FOR OVERHEAD</b>		_____ <b>(A)</b>		_____ <b>(A)</b>
	<b>MULTIPLIER FOR PROFIT</b>		_____ <b>(B)</b>		_____ <b>(B)</b>
	<b>TOTAL MULTIPLIER</b>		_____ <b>(1+A)X(1+B)</b>		_____ <b>(M)</b>
	<b>TOTAL LABOR COST</b>		_____ <b>(LINE T X LINE M)</b>		_____ <b>(C)</b>
	<b>TOTAL LABOR ESCALATED TO PROJECT MIDPOINT ( C X PROPOSED ESCALATION FACTOR)</b>		<b>PROPOSED ESCALATION FACTOR</b>		_____ <b>(D)</b>
			<b>MAXIMUM ESCALATION FACTOR =</b> <span style="background-color: #cccccc; padding: 2px;">1.04</span>		

**INSTRUCTIONS:**

1. Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) **MUST SUM** to the total hours provided in Column (2).
2. For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
3. The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
4. The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to Proposers that propose more competitive prices.

**FORM 4T2 – COST PROPOSAL SUMMARY**

PROJECT NAME: School Safety Project – Second Group, Citywide

PIN NO.: 84107MBTR164

PRIME CONSULTANT: \_\_\_\_\_

	<u>(COLUMN 1)</u>	<u>(COLUMN 2)</u>	<u>(COLUMN 3)</u>	<u>(COLUMN 4)</u>	<u>(COLUMN 5)</u>
	<u>CONSULTANT</u>	<u>HOURS ALL FIRMS</u>	<u>ESCALATED LABOR COST TO PROJECT MIDPOINT</u>	<u>DIRECT NON-SALARY COST</u>	<u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<b>TOTALS</b>			\$	<b>(T)</b>

**INSTRUCTIONS:**

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

**FORM 4T3**

**PERFORMANCE OUTCOME MEASURES AND RELATED  
FINANCIAL INCENTIVES AND/OR DISINCENTIVES**

**Instructions:** Provide the information requested below for proposed performance outcome measures

	Performance Outcome (Target Goal)	Measure of Performance	Associated Financial Incentive/Disincentive
1.			
2.			
3.			
4.			
5.			

## **SECTION VII**

### **F) MINORITY/WOMEN BUSINESS OWNED ENTERPRISES PROGRAM**

#### **I. M /WBE UTILIZATION PLAN**

- 1. Form AAPHC89: [M/WBE Utilization Worksheet](#)**
- 2. Form AAP 19c: [M/WBE Schedule of Utilization](#)**

***(To be submitted in a separate sealed envelope along with Technical Proposal)***

#### **II. Good faith effort documents - (Also see Pre-Award Provisions Section F of the attached M/WBE Utilization Requirements)**

#### **III. M/WBE Utilization Requirements**

**A current listing of certified MWBE's is available, upon written request from:**

New York City Department of Transportation, Office of Contract Compliance, 40 Worth Street, Room 1228, New York, NY 10013, (212) 442-7597

**NYS Web Site: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>**

## **SECTION VII**

- G) LOCAL LAW 34:  
DOING BUSINESS DATA FORM AND INSTRUCTIONS  
(To be submitted as a separate sealed envelope along with the  
Technical Proposal)**

[Doing Business Data Form](#)

[Doing Business Questions and Answers](#)

## **SECTION VII**

### **H) VENDEX REQUIREMENTS AND COMPLIANCE**

#### **CONTENTS**

- 1. VENDEX REQUIREMENTS**
- 2. CONFIRMATION OF VENDEX COMPLIANCE**

**Note:** Please copy and use separate sheets for each sub consultant (if any).  
Make copies of format sheets as needed

## **SECTION VII**

### **H) VENDEX REQUIREMENTS & CONFIRMATION OF VENDEX COMPLIANCE**

#### **VENDEX Requirements**

Pursuant to Section 6-112.2(b) of the New York City Administrative Code, all vendors that are under consideration for the award of a sole source contract or a contract valued at \$100,000 or more, or whose aggregate business with the City in the last 12 months, including the proposed contract, is \$100,000 or more, must complete and submit a VENDEX Business Entity or Not-For-Profit Organization Questionnaire when notified by the Agency. The principals and individuals thereof must also submit a Principal of Individual Questionnaire.

Upon selection, the successful proposer (including their subconsultants) will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification, the proposer must submit a Confirmation of Vendex Compliance to the NYCDOT Vendor Responsibility Unit within five days of official notification.(Section VII, Attachment G). A form for this confirmation is set forth in the RFP.

**The proposer is advised that Vendex Questionnaires and procedures have changed. See [www.nyc.gov/vendex](http://www.nyc.gov/vendex) to download the new VENDEX Questionnaires and a Vendor's Guide to VENDEX or contact NYCDOT's Vendor Responsibility Unit at 212-442-7757.**

(a) Submission: Vendex Questionnaires (if required) must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9<sup>th</sup> Floor, New York, New York 10007.

(b) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, proposers may be obligated to complete and submit VENDEX Questionnaires. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the proposal, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after award.

## ATTACHMENT H

<b>CONFIRMATION OF VENDEX COMPLIANCE</b>
--

The Proposer (including its subconsultant) shall submit this Confirmation of Vendex Compliance

Name of Proposer: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

Proposer's Telephone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Date of Proposal Submission: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Vendex Compliance:** To demonstrate compliance with Vendex requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

- (1) **Submission of Questionnaires to MOC:** By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9<sup>th</sup> Floor, New York, New York 10007.

Date of Submission: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

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

- (2) **Submission of Certification of No Change to NYCDOT:** By signing in the space provided below, the Proposer certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Proposer to submit Vendex Questionnaires. The Proposer has completed **TWO ORIGINALS** of the Certification of No Change.

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

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