

September 14, 2015

ADDENDUM NO. 3

PROJECT: HWQ100SBS, Preliminary and Final Design Services for Woodhaven Boulevard Select Bus Services (SBS), Borough of Queens

PIN: 8502016HW0002P

THE ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

REQUEST FOR PROPOSAL

The RFP is amended as set forth below:

- Delete Request for Proposal Page 9 in its entirety and replace with the revised RFP Page 9 attached to this addendum.
- Delete Request for Proposal Page 14 in its entirety and replace with the revised RFP Page 14 attached to this Addendum.
- Delete Request for Proposal Pages 28-31 in its entirety and replace with the revised RFP Page 28-31 attached to this Addendum.
- Delete Request for Proposal Page 36 in its entirety and replace with the revised RFP Page 36 attached to this Addendum.

CONTRACT DOCUMENT

- Exhibit G - Specific Requirements for Preliminary and Final Design Service, Delete Pages 17 to 33 in its entirety and replace with the revised pages 17 to 33 attached to this Addendum.



- Exhibit I Requirements for Federal Aid Projects, Delete pages 27 to 33 in its entirety and replace with the revised Exhibit I – NYS Contract Standard Clauses, DBE Utilization worksheet – AAP-89, DBE Schedule of Utilization – AAP-19 and DBE Solicitation Log – AAP-10 attached to this Addendum.

Contact: Maritza Ortega, ortegama@ddc.nyc.gov
Phone No.: 718-391-1542

By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER FOR THE CONTRACT AND ATTACHED TO THE TECHNICAL PROPOSAL.

Veronica Nnabugwu
Deputy Agency Chief Contracting Officer

Name of Firm

By _____
(Signature of Partner or Corporate Officer)

Title _____

<http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

G. Participation by Disadvantaged Business Enterprises in Federal Aid Projects

The proposer is advised that the Project is a Federal Aid Project. The City of New York, DDC, is receiving funds from the United States Government for construction of the Project. Specifically, funding for the Project is being provided by the Federal Transit Administration ("FTA"). The requirements for participation by DBEs are set forth in Attachment 9.

DDC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Acts, hereby notifies all who respond to this RFP that it will affirmatively ensure that in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

H. 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 and return it with this proposal submission, 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 submission 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.

I. Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment 9, the Whistleblower Protection Expansion Act Rider, carefully.

1. Technical Proposal (1 original, 5 copies):
Sealed envelope, clearly marked as "Technical Proposal", including
 - Items listed in Section IV B of the RFP
 - Completed Forms 254 and 255
 - Statement of Understanding and Certification (Attachment 1)
 - Completed and Notarized Proposer's Certification of Compliance with Iran Divestment Act (Attachment 2)
 - Identification of Subconsultants (Attachment 3)
 - Project Schedule in CPM MS Project format (Attachment 4)
 - Current and Anticipated Workload Disclosure (Attachment 5)
 - Acknowledgement of Addenda (Attachment 7)

2. DBE Participation Plan (1 original): (Attachment 9)
Separate sealed envelope, clearly marked as "DBE Participation Plan"
Completed NYCDOT DBE Utilization worksheet – AAP-89
Completed NYCDOT DBE Schedule of Utilization – AAP-19
Signed Buy America Certification
Signed Disclosure of Lobbying Activities
Signed Certification of Contractor Debarment Appendix A2 and A3

3. Doing Business Data Form (Attachment 10)
Separate sealed envelope clearly marked as "Doing Business Data Form" containing a completed Doing Business Data Form.

4. Fee Proposal:
Sealed envelope clearly marked as "Fee Proposal" (Attachment 6)

ATTACHMENT 6 (continued)

PART 2: Fee Schedule (Lump Sum Fees for All Specified Tasks): In the space provided below, the proposer shall indicate a lump sum fee for each specified task, as well as a Total Preliminary and Final Design Fee. The scope of the required services is described in detail in the Specific Requirements, included as Exhibit G to the attached contract.

Phase I

A. PRELIMINARY DESIGN FEE: The Preliminary Design Fee is comprised of the lump sum fees for the following tasks:

<u>TASK:</u>	<u>GR Section</u>	<u>Lump Sum Fee</u>
1. Project Development/Identification	4.1	\$ _____
2. Subsurface Exploration Program	4.5	\$ _____
3. Hardware and Basin Condition Inventory	4.4	\$ _____
4. Sidewalk Cellar Doors Condition Inventory	4.28	\$ _____
5. Railroad and Abandoned Trolley Facilities Research	4.7	\$ _____
6. Tree Inventory	4.16	\$ _____
7. Schematic Geometric Design	4.10	\$ _____
8. Schematic Landscape/Urban Design	4.31	\$ _____
9. Roadway Pavement Design	4.8	\$ _____
10. Site Selection (for Green Infrastructure work refer to DEP Scope of services Exhibit G)		\$ _____
11. Preliminary Quantity and Cost Estimating	4.12	\$ _____

TOTAL PRELIMINARY DESIGN FEE: Addition of Items (1) through (11): \$ _____

B. FINAL DESIGN FEE: The Final Design Fee is comprised of the lump sum fees for the following tasks:

12. Street Design including Study and Design of Street Grades, Study and Design of Street Drainage, Permanent Street Signs and Preparation of Grade Change Exhibit	4.15	\$ _____
13. Tree Impact Mitigation and Tree Planting Program	4.17	\$ _____
14. Final Landscape/Urban Design	4.32	\$ _____
15. Street Lighting System Design	4.21	\$ _____
16. Traffic Signals System Design	4.22	\$ _____
17. Construction Staging and Maintenance and Protection of Traffic	4.24	\$ _____
18. Final Quantity and Cost Estimating	4.12	\$ _____
19. Preparation of Specifications	4.25	\$ _____
20. Review and Analysis of Bids	4.26	\$ _____
21. Electronic Archiving and Indexing	4.27	\$ _____

TOTAL FINAL DESIGN FEE: Addition of Items (12) through (21): \$ _____

ATTACHMENT 6 (continued)

Phase II

C. PRELIMINARY DESIGN FEE: The Preliminary Design Fee is comprised of the lump sum fees for the following tasks:

<u>TASK:</u>	<u>GR Section</u>	<u>Lump Sum Fee</u>
22. Project Development/Identification	4.1	\$ _____
23. Bridge Inspection, Structural Analysis and Testing		
24. Subsurface Exploration Program	4.5	\$ _____
25. Hardware and Basin Condition Inventory	4.4	\$ _____
26. Sidewalk Cellar Doors Condition Inventory	4.28	\$ _____
27. Railroad and Abandoned Trolley Facilities Research	4.7	\$ _____
28. Tree Inventory	4.16	\$ _____
29. Schematic Geometric Design	4.10	\$ _____
30. Schematic Landscape/Urban Design	4.31	\$ _____
31. Roadway Pavement Design	4.8	\$ _____
32. Site Selection (for Green Infrastructure work – refer to DEP Scope of services Exhibit G)		\$ _____
33. Preliminary Quantity and Cost Estimating	4.12	\$ _____

TOTAL PRELIMINARY DESIGN FEE: Addition of Items (22) through (33): \$ _____

D. FINAL DESIGN FEE: The Final Design Fee is comprised of the lump sum fees for the following tasks:

34. Street Design including Study and Design of Street Grades, Study and Design of Street Drainage, Permanent Street Signs and Preparation of Grade Change Exhibit	4.15	\$ _____
35. Tree Impact Mitigation and Tree Planting Program	4.17	\$ _____
36. Final Landscape/Urban Design	4.32	\$ _____
37. Street Lighting System Design	4.21	\$ _____
38. Traffic Signals System Design	4.22	\$ _____
39. Construction Staging and Maintenance and Protection of Traffic	4.24	\$ _____
40. Final Quantity and Cost Estimating	4.12	\$ _____
41. Preparation of Specifications	4.25	\$ _____
42. Review and Analysis of Bids	4.26	\$ _____
43. Electronic Archiving and Indexing	4.27	\$ _____

TOTAL FINAL DESIGN FEE: Addition of Items (34) through (43): \$ _____

ATTACHMENT 6 (continued)

Phase III

E. PRELIMINARY DESIGN FEE: The Preliminary Design Fee is comprised of the lump sum fees for the following tasks:

<u>TASK:</u>	<u>GR Section</u>	<u>Lump Sum Fee</u>
44. Project Development/Identification	4.1	\$ _____
45. Subsurface Exploration Program	4.5	\$ _____
46. Hardware and Basin Condition Inventory	4.4	\$ _____
47. Sidewalk Cellar Doors Condition Inventory	4.28	\$ _____
48. Railroad and Abandoned Trolley Facilities Research	4.7	\$ _____
49. Tree Inventory	4.16	\$ _____
50. Schematic Geometric Design	4.10	\$ _____
51. Schematic Landscape/Urban Design	4.31	\$ _____
52. Roadway Pavement Design	4.8	\$ _____
53. Site Selection (for Green Infrastructure work – refer to DEP Scope of services Exhibit G)		\$ _____
54. Preliminary Quantity and Cost Estimating	4.12	\$ _____
TOTAL PRELIMINARY DESIGN FEE: Addition of Items (44) through (54):		\$ _____

F. FINAL DESIGN FEE: The Final Design Fee is comprised of the lump sum fees for the following tasks:

55. Street Design including Study and Design of Street Grades, Study and Design of Street Drainage, Permanent Street Signs and Preparation of Grade Change Exhibit	4.15	\$ _____
56. Tree Impact Mitigation and Tree Planting Program	4.17	\$ _____
57. Final Landscape/Urban Design	4.32	\$ _____
58. Street Lighting System Design	4.21	\$ _____
59. Traffic Signals System Design	4.22	\$ _____
60. Construction Staging and Maintenance and Protection of Traffic	4.24	\$ _____
61. Final Quantity and Cost Estimating	4.12	\$ _____
62. Preparation of Specifications	4.25	\$ _____
63. Review and Analysis of Bids	4.26	\$ _____
64. Electronic Archiving and Indexing	4.27	\$ _____
TOTAL FINAL DESIGN FEE: Addition of Items (55) through (64):		\$ _____

G. ALLOWANCE FOR PERCENTAGE FOR ARTWORK **\$442,500.00**

ATTACHMENT 6 (continued)

H. ALLOWANCES FOR ADDITIONAL PROFESSIONAL SERVICES: \$2,000,000.00

The Consultant shall provide Additional Professional Services on a time card basis, as directed by the Commissioner, including but not limited to for the following tasks:

1. Additional Topographic Survey – GR Section 4.2
2. Vault Program Level I – GR Section 4.6A
3. Vault Program Level II – GR Section 4.6B
4. Sewer Design – GR Section 4.19
5. Water Main Design – GR Section 4.20
6. Final Design of Green Infrastructure – GR Section 4.40
7. Construction Support Services – GR Section 4.33

I. ESTIMATED TOTAL AMOUNT FOR REIMBURSABLE SERVICES: \$ _____

TOTAL NOT TO EXCEED AMOUNT: Addition of (A)+(B)+(C)+(D)+(E)+(F)+(G)+(H)+(I) \$ _____

ATTACHMENT 9**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

The Consultant is advised that the Project is a Federal Aid Project. The City of New York, DDC, is receiving funds from the United States Government for construction of the Project. Specifically, funding for the Project is being provided by the Federal Transit Administration ("FTA"). Since the Project is a Federal Aid Project, the Consultant is required to:

An award of this contract is conditioned upon proposer compliance with the DBE requirements set forth below.

1. DBE Goal:

The Consultant is required to use its best efforts to achieve an overall DBE Utilization Goal of **11%** of the total dollar value of the Contract.

2. Certified DBEs:

To qualify as a "Disadvantaged Business Enterprise" ("DBE"), a business enterprise must be certified by the New York State Department of Transportation ("NYSDOT"). An approved letter from the NYSDOT Office of Equal Opportunity Development and Compliance is required as proof of DBE certification for any DBE prime or sub consultant. The certification must be in effect on the RFP response date. For further information, go to: <https://www.nysdot.gov/main/business-center/civil-rights/dbe>

3. DBE Participation Plan:

The proposer is required to document sufficient DBE participation to meet the DBE utilization Goal of **11%** of the total dollar value of the Contract, or, in the alternative, to document adequate good faith efforts to do so. The proposer must submit a DBE Participation Plan that includes the items set forth below.

- (a) NYCDOT DBE Utilization worksheet – AAP-89
- (b) NYCDOT DBE Schedule of Utilization – AAP-19
- (c) NYCDOT DBE Solicitation Log – AAP-10

4. Good Faith Efforts:

In order to award a contract to a proposer that has failed to meet the DBE Utilization Goal, DDC must determine that a proposer actively and aggressively sought to meet the goal. The kinds of efforts that are considered demonstrative of a "good faith effort" include, but are not limited to, the following documented actions:

- (a) Whether the consultant attended any pre-solicitation meetings that were scheduled to inform DBEs of contracting and subcontracting opportunities;
- (b) Whether the consultant advertised in general circulation, trade associations, and minority-focused media concerning subcontracting opportunities;

foundation of the light pole per NYCDOT standards. No electricity will be supplied on the gantry, except as needed for a combination pole. The design drawings will indicate locations of gantries on plan drawings. NYCDOT's Signals Unit and Transportation Planning and Management will be coordinated with regarding gantry placement.

(c) Curb Regulations

Changes to curbside regulations will be made in order to accommodate new street configurations and expanded stations for SBS. All final curb regulation signage will be installed by NYCDOT outside of the construction contract. The consultant will produce plans showing locations where specific curb regulations are needed to accommodate design issues, such as daylighting for turns.

(d) Bus Bulb and Median Grading Coordination/Design

Design of SBS stations will integrate with existing or proposed median and curb conditions. Special materials and varying heights will be taken into consideration if required. This task will include the integration of the required runoff solution (infiltration planters, swales, etc.) with the various point of access between the platform and sidewalk. Where possible, the consultant will utilize DEP-approved standard green infrastructure with minor modifications where appropriate; however, the consultant will not be expected to develop or use any details for green infrastructure not already approved by DEP. The consultant shall be attending meetings and coordinate closely with DOT, DDC, and DEP in implementing all "Green Infrastructure" design.

13. Tree Impact Mitigation and Tree Planting Program – GR Section 4.17

Tree mitigation is expected along Woodhaven Boulevard due to the relocation of medians.

14. Final Landscape/Urban Design – GR Section 4.32

15. Street Lighting System Design – GR Section 4.21

Street light poles may require relocation to accommodate new curb lines and new median configurations. The consultant will investigate whether appropriate lighting is provided at all median SBS stations, and should provide pedestrian-scale lighting at those stations as needed.

16. Traffic Signals System Design – GR Section 4.22

Traffic signal poles and/or pedestrian signal poles are anticipated to require relocation at locations along the corridor where curb lines change, in accordance with NYCDOT standard guidelines. Additional pedestrian signals should be provided at median stations as needed to meet guidelines. At locations where bus lanes are beginning or ending, additional signal heads and/or signal poles may be needed to provide queue jumps for buses. Transit Signal Prioritization will be provided by NYCDOT, and is not included for design as part of this contract.

17. Construction Staging and Maintenance and Protection of Traffic – GR Section 4.24

(a) Construction Staging and Maintenance and Protection of Traffic (Typical Details)

Maintenance and Protection of Traffic (MPT) plans, sections and details will be developed for all stages of work in connection with street configuration for a typical station at the near corner of a block and for a typical station at the far corner of a block. Additional MPT details including but not limited to street reconstruction/resurfacing, catch basin relocations, water main relocations and incidental sewer work shall be developed. The NYCDOT traffic stipulations will outline specific requirements for lane and sidewalk closures for all of the SBS stations.

Since, this project is a top priority for the City of New York, the consultant shall study alternatives to determine if it would be beneficial to implement the project in multiple segments so that it would be completed concurrently to allow the project to be constructed in the shortest duration as possible. Accordingly, the consultant shall study and recommend the appropriate MPT stipulations to achieve the said goal.

(b) Coordination for Off-Board Fare Collection and Bus Shelters

Ticket Vending Machines will be installed at each SBS station to allow passengers to pay their fares before boarding SBS vehicles. The drawings will indicate the exact location of fare collection machines on the sidewalk, and should be fully coordinated with MTA Bus unit. The drawings should include electric supply lines to the fare machine locations, bus shelters, and Wayfinding signs. This electric supply should follow NYCDOT standards.

Design drawings will show the location of the shelters at each station. NYCDOT's Coordinated Street Furniture Franchise Unit will manage the installation of these shelters and will define the exact shelter location.

18. Final Quantity and Cost Estimating – GR Section 4.12
19. Preparation of Specifications – GR Section 4.25
20. Review and Analysis of Bids – GR Section 4.26
21. Electronic Archiving and Indexing – GR Section 4.27

PHASE II: Reconstruction of Cross Bay Boulevard / Woodhaven Boulevard between 107th Avenue to 91st Avenue (Including the bridge/retaining wall inspection)

C. Preliminary Design: The Consultant shall perform the following Preliminary Design Tasks in accordance with the General Requirements (GR).

22. Project Development/Identification – GR Section 4.1

In lieu of a comprehensive Preliminary Design Investigations (PDI) Report, the Consultant shall prepare a limited PDI Letter Report detailing salient aspects of all components such as background, traffic study (provided), roadway condition, pavement design, schematic geometric design (provided), sustainable design alternatives, public utilities, private utilities, roadway drainage, grade study, possible BMP work, and Community Boards.

A National Environmental Policy Act (NEPA) Categorical Exclusion (c) and a City Environmental Quality Review (CEQR) document will be prepared by NYCDOT outside the scope of this contract. Relevant sections in that report, including but not limited to traffic operations and environmental documentation will be referenced in the PDI Letter Report.

23. Bridges Inspection, Structural Analysis and Testing

General:

The Consultant shall perform the In-depth Inspection and Load Rating Analysis and prepare a Report in compliance with all applicable federal, state and local statutes including, but not limited to: the American Association of State Highway and Transportation Officials (AASHTO), the New York State Department of Transportation (NYSDOT), New York City Department of Transportation (NYCDOT), New York City Department of Design + Construction (NYCDDC), the New York City Department of Parks and Recreation (NYCDPR) and the Americans with Disabilities Act (ADA). The requirements of New York City Department of Environmental Protection (NYCDEP) and Federal Highway Administration (FHWA) shall also apply.

Reference Documents:

The Consultant shall obtain, and become familiar with, all applicable Departmental Design Directives, Standard Details, Administrative Procedural Bulletins and guidelines for the In-depth Inspection and Load Rating Analysis. These shall include, but not be limited to, the latest editions (including all amendments) of the following manuals published by the New York City Department of Transportation (NYCDOT), the New York State Department of Transportation (NYSDOT), American Association of State Highway and Transportation Officials (AASHTO) and Federal Highway Administration (FHWA).

NYCDOT Procedures for Bridge Reconstruction Project Report, latest edition, including:

- Appendix A: BRPR Format and Requirements
- Appendix B: Substandard Features Checklist
- Appendix C: Presentation of Ratings
- Appendix D: In-Depth Inspection Form and Bridge Inspection & Condition Report
- Appendix E: Preliminary Plan Review Checklist
- Appendix F: Field Survey Requirements

NYCDOT Requirements for the Preparation of Engineering Drawings and Documents

NYCDOT Requirements for Microfilming of Engineering Drawings and Documents

NYCDOT Detailed Instructions for the Computerized Indexing of Engineering Drawings and Documents for Microfilming

NYCDOT Street Lighting Standards

NYCDOT Uniform Land Use Review Procedure

NYC Specifications for Title Examinations and Reports on Street/Railroad Intersections

NYC Specifications for Title Examinations and Reports on Privately Owned Tax Lots

NYCDEP Water Supply and Sewer Standards

Electric Code of the City of New York

National Electric Code

NYSDOT Engineering Bulletins and Engineering Instructions

NYSDOT Highway Design Manual, Volumes 1 and 2

NYSDOT Standard Specifications

NYSDOT Steel Construction Manual

NYSDOT Geometric Design Policy for Bridges

NYSDOT Prestressed Concrete Construction Manual

NYSDOT Manual of Uniform Traffic Control Devices

NYSDOT Uniform Code of Bridge Inspection

NYSDOT Bridge Inspection Manual

NYSDOT Bridge Inventory and Inspection System Manual

NYSDOT Specifications For In-Depth Bridge Inspection

NYSDOT Engineering Instructions for Load Ratings

NYSDOT Bridge Deck Evaluation Procedure Manual

NYSDOT Standard Detail for Highway Bridges, Bridge Design Data Sheets and Guideline Drawings

NYSDOT Right of Way Mapping Procedure Manual

NYSDOT Manual of Administrative Procedure (MAP)

NYSDOT Interim Guide to Metric Design

NYSDOT Metric Conversion Guidelines, Structures Division

AASHTO Standard Specifications for Highway Bridges, as amended by NYSDOT (Blue Pages)

AASHTO Manual for Condition Evaluation of Bridges

AASHTO Guide for the Development of Bicycle Facilities

AASHTO Guide to Metric Conversion

AISC Metric Properties of Structural Shapes

ASTM Standard Specifications

FHWA Seismic Design and Retrofit Manual for Highway Bridges

FHWA Seismic Retrofitting Guidelines for Highway Bridges
NYCDDC – Division of Infrastructure, Design Guidelines and Directives, July 2010, with
latest addenda.

Permits:

The Consultant shall obtain Permits from all impacted agencies.

The Consultant shall start the permit application process as early as possible and ensure that all necessary permits are obtained during the prior to the commencement of the In-depth Inspection.

All costs for such services to be provided by the Consultant are deemed included in the Fee Proposal. The application fees and permit fees shall be considered Reimbursable Expenses and shall be reimbursed in accordance with Article 7 of this contract.

Maintenance and Protection of Traffic (MPT):

Upon written direction by the Commissioner, the Consultant shall prepare required Maintenance and Protection of Traffic (MPT) Plans for the In-depth Inspection including Bridge Deck Evaluation. The MPT plans shall address vehicular, waterway, bicycle and pedestrian traffic on and under the bridge for the duration of the In-depth Inspection. The Consultant shall prepare MPT plans so as to minimize the impact on the traveling public and the community.

Draft MPT Plans: The Consultant shall prepare Draft MPT plans and submit to the Commissioner and all affected agencies, including but not limited to, NYCDOT-Office of Construction Mitigation and Coordination (NYCDOT-OCMC), NYCDDC, NYCDPR, NYSDOT, Coast Guard, Army Core of Engineers, etc. for review and approval.

After submission of the Draft MPT Plans, the Consultant shall schedule and attend review meeting(s) with NYCDOT – OCMC and all parties having jurisdiction over the project to discuss and obtain comments/approval of the MPT plans. If comments are received at the review meeting(s), the Consultant shall incorporate all the comments provided by all affected agencies and submit the revised MPT plans for review and approval.

The Consultant shall obtain approval of the proposed MPT plans and obtain all required stipulations, approvals, permits and working hours from NYCDOT – OCMC and all affected agencies prior to the commencement of the In-depth Inspection.

Where the bridge is located over, or, in vicinity of water bodies, the Consultant shall coordinate with the Coast Guard, Army Core of Engineers and other affected agencies and obtain specific permits as required.

In-depth Inspection:

Upon written direction by the Commissioner, the Consultant shall coordinate and schedule In-depth Inspection for the bridge.

The Consultant shall ensure that all necessary approvals/permits are obtained. The Consultant shall keep the approved MPT plans and all permits at the site during In-depth Inspection.

The Consultant shall note that it may be necessary to work during off peak hours, nights and weekends as stipulated in any of the permits.

The Consultant shall install required MPT devices for In-depth Inspection in accordance with the approved MPT plans and permit stipulations.

The Consultant shall perform the In-depth Inspection in accordance with the NYSDOT Uniform Code of Bridge Inspection, NYSDOT Specifications for In-Depth Bridge Inspection and the latest edition of the NYCDOT Procedures for Bridge Reconstruction Project Report.

As part of the In-depth Inspection, the Consultant shall also inspect the condition of the concrete by sounding all concrete elements. This includes but is not limited to underside of the concrete decks, concrete encasement for structural steel members, reinforced concrete members, concrete fascia, jack arches (including brick), bridge piers, bridge abutments, etc. By means of this inspection, the Consultant shall locate all hollow sounding, delaminated, loose, and spalled areas.

If the underside of the deck is covered by protective shielding, such as netting or planking, the Consultant shall remove the protective shielding as required in order to properly inspect all components (connections, underdeck concrete, beams, girders, etc.). The Consultant shall locate and document (on a plan) materials retained by the protective shielding. After completion of the inspection, the Consultant shall restore protective shielding to its original location and condition.

The Consultant shall identify all underdeck areas that present the possibility of falling concrete during the in-depth inspection. These areas shall include, but not be limited to, hollow sounding, delaminated, loose, and spalled areas. The Consultant shall outline the subject deficient areas with spray paint and clearly define the subject areas.

If the Consultant determines that removal of concrete is required from hollow sounding, delaminated, loose, and spalled areas, the Consultant shall immediately notify the DDC's Engineer-in-Charge (EIC) and NYCDOT Director of Flags. The Consultant shall make recommendations for the areas to be removed and provide the design and procedure for the removal, shoring, shielding or other related items as required.

The Consultant shall inspect the bridge deck thoroughly and prepare Bridge Deck Evaluation Report in accordance with the latest NYCDOT "Procedures for Bridge Reconstruction Project Report" and NYSDOT Bridge Deck Evaluation Procedure Manual.

Where inspection is performed over water bodies, the Consultant shall set up additional traffic controls as directed by the affected Agency.

Under-water Inspection is required for bridges over water bodies and culverts, as applicable. The under-water inspection shall be performed in accordance with the New York State Department of Transportation's Bridge Diving Inspection Manual and prepare Underwater Inspections Report together with evaluation/ recommendations. The Consultant shall obtain latest Diving Inspection Reports from NYSDOT and/ or NYCDOT and include them in the In-depth Inspection report.

The Consultant shall bring all the equipment necessary (ladders, chipping hammers, tape measure, rulers, micrometers, boat, diving gears, etc.) to perform the In-depth Inspection and Under-water Inspection.

Flagged Conditions: During the In-depth Inspection, if the Consultant encounters any "flagged" and/or unsafe conditions, the Consultant shall immediately notify by telephone, followed by written notification, to the DDC Engineer-In-Charge and the NYCDOT Director of Flags. Written notification shall include drawings showing the location(s) of the condition(s), photos of the condition(s), load rating computations of the affected structural member(s) and recommended repair and/or support details; and loads posting requirements, if any.

Substandard Features: The Consultant shall prepare a Substandard Features Checklist in accordance with the latest NYCDOT "Procedures for Bridge Reconstruction Project Report". At a minimum, the Substandard Features Checklist shall document all substandard features on the approaches, on the bridge deck and under the structure and show what the standard features are, the appropriate reference from which it is obtained, what are the components of the existing features and what action is proposed.

The Consultant shall take sufficient color photographs during In-depth Inspection as deemed appropriate by the Consultant and/or as directed by the Commissioner. The Consultant shall provide original color photographs (or digital copies) in the In-depth Inspection Report.

Upon completion of the In-depth Inspection, the Consultant shall remove all temporary equipment, MPT devices, etc. from the project site and restore the project site in a neat, safe and orderly condition.

Load Ratings: The Consultant shall perform Level 1 load rating of all members of the structure (including sidewalks and piers) in accordance with the current NYCDOT Procedure for Bridge Reconstruction Project Report, NYSDOT Engineering Instructions for load ratings and the latest edition of AASHTO Manual for Bridge Evaluation.

The Consultant shall not rely upon or obtain information regarding member sizes and ratings from previous load rating calculations performed in the past by other parties.

The Consultant shall determine the existing (current) dead loads on the structure. The existing (current) dead loads shall be used in both the as-Built and as-Inspected ratings.

Load rating shall be computed by LFD or ASD method. All members and connections shall be rated initially by the Allowable Stress method (working stress). Each and every member that does not meet the minimum required inventory rating for the vehicular type (computed using Allowable Stress method) shall be re-rated using the Load Factor method. Each member shall be rated for both As-Built and As-Inspected conditions. For each of these conditions, both an Inventory and Operating Rating of the member shall be calculated using each of the following types of loadings in all cases: HS-20, H-20, type 3, type 3-S2, type 3-3, all in Tons. All HS and H ratings shall include both the equivalent HS and H truck and the total load in Tons.

Load rating for all new and replacement bridges shall be computed by LFD and ASD method, and also by the Load and Resistance Factor Rating (LRFR) method. Load ratings for both methods shall be shown. LRFR rating shall be shown at the Inventory and Operating levels as rating factor of AASHTO HL-93 Load. Pedestrian loading shall be used where applicable. See Appendix C of the latest NYCDOT Procedure for Bridge Reconstruction Project Report, for additional instructions regarding ratings.

The Consultant shall follow the guidelines outlined below. All structural members (i.e. deck slab, stringers, floor-beams, columns, etc.) shall be addressed in a clear and orderly manner.

The Consultant shall prepare a Load Rating Report, which shall include, but not limited to, the following:

Discussion of the analysis:

- Allowable inventory and operating stresses (material grade and type) used in the ratings; the source of the allowable stresses (i.e., original drawings; Condition Evaluation Manual; etc.).
- Analysis method used.
- Computer programs used.

- Assumptions used in the analysis (for example, use of composite action).

Discussion of results which includes:

- A summary of controlling members and their ratings (as-built and as-inspected; inventory and operating); for low rated members specify whether shear or moment governed. Engineer shall prepare Level 1 Load Rating summary form as attached sheets.
- A summary of the results in a tabulated form as shown in "Load Rating Data As Built" and "Load Rating - As Inspected" as per attached load-rating data Table. A framing plan shall be provided with all members and spans identified. The framing plan shall show all lengths of members, stringer spacing, floor-beam spacing, etc.

Conclusions:

- Statements on: connections; the structure's redundancy; fracture critical members; etc.
- Recommendations which includes:
 - Provide recommendations on what interim action is required for all low rated members (or statement justifying why no action is required). In addition:
 - A framing plan (all members rating less than the design truck for Inventory level shall be identified), provide member sizes.
 - A diagram of the above referenced Legal and Design trucks.
 - Load rating tables (see Appendix C for presentation format).
 - Other pertinent information relating to the particular project.

The Consultant shall immediately notify the NYCDDC in writing, if any structural flags were warranted for component(s) which are rated very low. Written notification shall include the Engineer's recommendations and appropriate justifications. The posting of the bridge, if required, shall be as per NYSDOT EI 05-034 and shall establish weight limit for the bridge.

Deliverable(s):

- Bridge Inspection Reports and back-up documents

24. Subsurface Exploration Program – GR Section 4.5
25. Hardware and Basin Condition Inventory – GR Section 4.4
26. Sidewalk Cellar Doors Condition Inventory – GR Section 4.28
27. Railroad and Abandoned Trolley Facilities Research – GR Section 4.7
28. Tree Inventory – GR Section 4.16
29. Schematic Geometric Design – GR Section 4.10

NYCDOT will provide the approved schematic geometric plans based on the conceptual design developed by NYCDOT. On Woodhaven Boulevard, in general, these will provide for a bus lane on the "interior" of the median separating the service roadway from the through traffic roadway with median stations at all bus stops. On Cross Bay Boulevard, the plans will provide for a bus lane "offset" one lane from the curb with bus bulbs at SBS stations.

The schematic Geometric design previously developed by NYCDOT shall be superimposed on a clean base map, for submission and presentation to the agencies involved, for approval. The consultant shall check for the validity of the Schematic Geometric Design provided by NYCDOT

to ensure that all aspects of the conceptual design conform to all current standards. Note that this design will use the geometric design provided by NYCDOT, and should be updated only as needed to account for any design issues encountered.

In conjunction with this task the consultant shall also provide the following:

(a) Bus Pads

A concrete bus pad will be installed at all SBS stations and local bus stops in the project area except where they already exist in good condition at curbside stations. Bus pads at curbside stations will be for the full length of the bus stop, which may be adjusted by NYCDOT as part of this project; the consultant should confirm all bus stop lengths with NYCDOT before beginning bus pad design.

(b) Bus Lane Design

The consultant will evaluate the best materials and designs to be used for the bus lane, working in close collaboration with NYCDOT. This will include evaluating soft and hard bus lane barriers and where they should be used (e.g. concrete curbs, rumble strips, flexible delineators, raised mountable Sands Street-style lanes, and other similar features), as well as materials (epoxy paint overlay, MMA overlay, tinted asphalt, tinted concrete). This evaluation should include the effects on bus operations, the initial installation cost, as well as potential maintenance costs.

(c) Service Road Design

The consultant will research best practices for service road design on urban multi-way boulevards to achieve appropriate traffic speeds, safe pedestrian crossings, and a quality pedestrian environment. This includes evaluating different paving and crosswalk materials and designs at intersections (including raised crosswalks at appropriate locations).

30. Schematic Landscape/Urban Design – GR Section 4.31

The consultant team will be expected to include appropriate architectural/industrial design experience to address the below items:

(a) Platform Design

NYCDOT and NYCT will designate locations of stations to be designed. The consultant will explore how Cemusa shelters and/or other weather protection can be integrated into the design for the typical median station location, as well as how this would be applied at each site-specific station. The evaluation will include the use of other NYCDOT standard street furniture, including pedestrian Wayfinding signs with real time information screens, and benches and leaning bars, and will include identification of potential locations for public art as part of the percent for art program in NYC; the work will also include identifying locations where pedestrian-scale lighting can be provided as needed.

The consultant will be responsible for working with the artist selected by Department of Cultural Affairs (DCA) as part of the percent for art program.

The consultant will develop 3 alternate typical station layouts and material plans - including construction and maintenance cost estimates for each option. The consultant will then work with NYCDOT/NYCDDC to evaluate and select the typical station layout to be used at median SBS and Local stations along the corridor. Curbside stations will also be designed by the consultant, and will be expected to use standard Cemusa shelters and other standard NYCDOT street furniture.

(b) Industrial Design for Amenities Details

Typical design details will be created for placement and coordination of the shelters and ticket vending machines and as needed, trash receptacles, bike racks, leaning bars, Wayfinding signs, and additional benches.

(c) ADA Compliance

Platforms will provide ADA compliant accessible route to bus boarding locations, as well as to ticket vending machines and any other amenities provided at the station. In addition, ADA requirements for the street and sidewalk edges will be incorporated into the drawings. This task will include a memo documenting ADA compliance of station design.

(d) Industrial Design of Curb and Ramp Details

Typical design details will be developed for the intersection of the ADA compliant ramps with the sidewalk and medians. Typical curbs will be designed for the ramps, the end curves and bus tires.

(e) Passenger Flow and Pedestrian Traffic

This task includes the consideration of pedestrian traffic on to and off of the platform, through the platform, on the sidewalk behind the platform and around amenities. These considerations will be incorporated in the platform layout.

(f) Landscape Design and Coordination

New trees shall be provided wherever feasible at SBS stations, and along medians and sidewalks as indicated in the Draft SBS guidelines and in accordance with NYCDPR guidelines and Greenstreets program. The landscape design will consider the policies and guidance provided from the NYCDOT Street Design Manual, NYCT and NYCDEP guidelines. Infiltration planting pits will be provided where feasible as a BMP measure, and to minimize swale flow depths.

31. Roadway Pavement Design – GR Section 4.8

32. Site Selection (for Green Infrastructure work – refer to DEP Scope of Services included at the end of this Exhibit)

Project Planning/Analysis Phase

2.5 Preliminary Location Assessment

2.5.1 Review Existing Data and As-built Drawings

2.5.2 Conduct Site Visits and Walk-Throughs

2.6 Preliminary Location Plan

2.6.1 Preliminary Location Plan

2.6.2 Tributary Drainage Area (TDA) Analysis

2.7 Environmental Analysis

Design Phase Services

3.4 Geotechnical Investigations

3.4.1 Geotechnical Investigations (Right-Of-Way and On-Site)

3.4.1.1 Geotechnical Oversight

3.4.1.2 Geotechnical Report

33. Preliminary Quantity and Cost Estimating – GR Section 4.12

D. Final Design: The Consultant shall perform the following Final Design Tasks in accordance with the General Requirements (GR).

34. Street Design including Study and Design of Street Grades, Study and Design of Street Drainage, Permanent Street Signs and Preparation of Grade Change Exhibit – GR Section 4.15

(a) Pavement Marking Plans

NYCDOT will provide initial pavement markings plans based on the initial schematic Geometric design developed by NYCDOT. On Woodhaven Boulevard, in general, these will provide for a bus lane on the “interior” of the median separating the service roadway from the through traffic roadway. Bus lanes will be colored the same red-brown color used on bus lanes around the city, with regular “BUS ONLY” markings in white. Work will also include updating pavement markings at intersections approaching Woodhaven and Cross Bay Boulevards, where needed.

(b) Overhead Gantries and Signs

Gantry supported signs will be installed along the full length of bus lanes, with a goal of one sign approximately every 500’ in each direction. These signs will be supplemented with pole-mounted and signal arm-mounted signage as needed. Where appropriate, gantry signs should be installed as combinations with light poles, which may require upgrading the foundation of the light pole per NYCDOT standards. No electricity will be supplied on the gantry, except as needed for a combination pole. The design drawings will indicate locations of gantries on plan drawings. NYCDOT’s Signals Unit and Transportation Planning and Management will be coordinated with regarding gantry placement.

(c) Curb Regulations

Changes to curbside regulations will be made in order to accommodate new street configurations and expanded stations for SBS. All final curb regulation signage will be installed by NYCDOT outside of the construction contract. The consultant will produce plans showing locations where specific curb regulations are needed to accommodate design issues, such as daylighting for turns.

(d) Bus Bulb and Median Grading Coordination/Design

Design of SBS stations will integrate with existing or proposed median and curb conditions. Special materials and varying heights will be taken into consideration if required. This task will include the integration of the required runoff solution (infiltration planters, swales, etc.) with the various point of access between the platform and sidewalk. Where possible, the consultant will utilize DEP-approved standard green infrastructure with minor modifications where appropriate; however, the consultant will not be expected to develop or use any details for green infrastructure not already approved by DEP. The consultant shall be attending meetings and coordinate closely with DOT, DDC, and DEP in implementing all “Green Infrastructure” design.

35. Tree Impact Mitigation and Tree Planting Program – GR Section 4.17

Tree mitigation is expected along Woodhaven Boulevard due to the relocation of medians

36. Final Landscape/Urban Design – GR Section 4.32

37. Street Lighting System Design – GR Section 4.21

Street light poles may require relocation to accommodate new curb lines and new median configurations. The consultant will investigate whether appropriate lighting is provided at all median SBS stations, and should provide pedestrian-scale lighting at those stations as needed.

38. Traffic Signals System Design – GR Section 4.22

Traffic signal poles and/or pedestrian signal poles are anticipated to require relocation at locations along the corridor where curb lines change, in accordance with NYCDOT standard guidelines. Additional pedestrian signals should be provided at median stations as needed to

meet guidelines. At locations where bus lanes are beginning or ending, additional signal heads and/or signal poles may be needed to provide queue jumps for buses. Transit Signal Prioritization will be provided by NYCDOT, and is not included for design as part of this contract.

39. Construction Staging and Maintenance and Protection of Traffic – GR Section 4.24

(a) Construction Staging and Maintenance and Protection of Traffic (Typical Details)

Maintenance and Protection of Traffic (MPT) plans, sections and details will be developed for all stages of work in connection with street configuration for a typical station at the near corner of a block and for a typical station at the far corner of a block. Additional MPT details including but not limited to street reconstruction/resurfacing, catch basin relocations, water main relocations and incidental sewer work shall be developed. The NYCDOT traffic stipulations will outline specific requirements for lane and sidewalk closures for all of the SBS stations.

Since, this project is a top priority for the City of New York, the consultant shall study alternatives to determine if it would be beneficial to implement the project in multiple segments so that it would be completed concurrently to allow the project to be constructed in the shortest duration as possible. Accordingly, the consultant shall study and recommend the appropriate MPT stipulations to achieve the said goal.

(b) Coordination for Off-Board Fare Collection and Bus Shelters

Ticket Vending Machines will be installed at each SBS station to allow passengers to pay their fares before boarding SBS vehicles. The drawings will indicate the exact location of fare collection machines on the sidewalk, and should be fully coordinated with MTA Bus unit. The drawings should include electric supply lines to the fare machine locations, bus shelters, and Wayfinding signs. This electric supply should follow NYCDOT standards.

Design drawings will show the location of the shelters at each station. NYCDOT's Coordinated Street Furniture Franchise Unit will manage the installation of these shelters and will define the exact shelter location.

40. Final Quantity and Cost Estimating – GR Section 4.12

41. Preparation of Specifications – GR Section 4.25

42. Review and Analysis of Bids – GR Section 4.26

43. Electronic Archiving and Indexing – GR Section 4.27

PHASE III: Reconstruction Woodhaven Boulevard between 91st Avenue to Queens Boulevard and Targeted Bus Priority Measures at Hoffman Drive between Queens Boulevard and Woodhaven Boulevard and the north side of Queens Boulevard between Woodhaven Boulevard and 57th Avenue (Excluding bridge structures)

E. Preliminary Design: The Consultant shall perform the following Preliminary Design Tasks in accordance with the General Requirements (GR).

44. Project Development/Identification – GR Section 4.1

In lieu of a comprehensive Preliminary Design Investigations (PDI) Report, the Consultant shall prepare a limited PDI Letter Report detailing salient aspects of all components such as background, traffic study (provided), roadway condition, pavement design, schematic geometric design (provided), sustainable design alternatives, public utilities, private utilities, roadway drainage, grade study, possible BMP work, and Community Boards.

A National Environmental Policy Act (NEPA) Categorical Exclusion (c) and a City Environmental Quality Review (CEQR) document will be prepared by NYCDOT outside the scope of this contract. Relevant sections in that report, including but not limited to traffic operations and environmental documentation will be referenced in the PDI Letter Report.

45. Subsurface Exploration Program – GR Section 4.5
46. Hardware and Basin Condition Inventory – GR Section 4.4
47. Sidewalk Cellar Doors Condition Inventory – GR Section 4.28
48. Railroad and Abandoned Trolley Facilities Research – GR Section 4.7
49. Tree Inventory – GR Section 4.16
50. Schematic Geometric Design – GR Section 4.10

NYCDOT will provide the approved schematic geometric plans based on the conceptual design developed by NYCDOT. On Woodhaven Boulevard, in general, these will provide for a bus lane on the “interior” of the median separating the service roadway from the through traffic roadway with median stations at all bus stops. On Cross Bay Boulevard, the plans will provide for a bus lane “offset” one lane from the curb with bus bulbs at SBS stations.

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In conjunction with this task the consultant shall also provide the following:

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51. Schematic Landscape/Urban Design – GR Section 4.31

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52. Roadway Pavement Design – GR Section 4.8

53. Site Selection (for Green Infrastructure work – refer to DEP Scope of Services included at the end of this Exhibit)

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2.5.1 Review Existing Data and As-built Drawings

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3.4.1 Geotechnical Investigations (Right-Of-Way and On-Site)

3.4.1.1 Geotechnical Oversight

3.4.1.2 Geotechnical Report

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F. Final Design: The Consultant shall perform the following Final Design Tasks in accordance with the General Requirements (GR).

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Design of SBS stations will integrate with existing or proposed median and curb conditions. Special materials and varying heights will be taken into consideration if required. This task will include the integration of the required runoff solution (infiltration planters, swales, etc.)

with the various point of access between the platform and sidewalk. Where possible, the consultant will utilize DEP-approved standard green infrastructure with minor modifications where appropriate; however, the consultant will not be expected to develop or use any details for green infrastructure not already approved by DEP. The consultant shall be attending meetings and coordinate closely with DOT, DDC, and DEP in implementing all "Green Infrastructure" design.

56. Tree Impact Mitigation and Tree Planting Program – GR Section 4.17

Tree mitigation is expected along Woodhaven Boulevard due to the relocation of medians

57. Final Landscape/Urban Design – GR Section 4.32

58. Street Lighting System Design – GR Section 4.21

Street light poles may require relocation to accommodate new curb lines and new median configurations. The consultant will investigate whether appropriate lighting is provided at all median SBS stations, and should provide pedestrian-scale lighting at those stations as needed.

59. Traffic Signals System Design – GR Section 4.22

Traffic signal poles and/or pedestrian signal poles are anticipated to require relocation at locations along the corridor where curb lines change, in accordance with NYCDOT standard guidelines. Additional pedestrian signals should be provided at median stations as needed to meet guidelines. At locations where bus lanes are beginning or ending, additional signal heads and/or signal poles may be needed to provide queue jumps for buses. Transit Signal Prioritization will be provided by NYCDOT, and is not included for design as part of this contract.

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(a) Construction Staging and Maintenance and Protection of Traffic (Typical Details)

Maintenance and Protection of Traffic (MPT) plans, sections and details will be developed for all stages of work in connection with street configuration for a typical station at the near corner of a block and for a typical station at the far corner of a block. Additional MPT details including but not limited to street reconstruction/resurfacing, catch basin relocations, water main relocations and incidental sewer work shall be developed. The NYCDOT traffic stipulations will outline specific requirements for lane and sidewalk closures for all of the SBS stations.

Since, this project is a top priority for the City of New York, the consultant shall study alternatives to determine if it would be beneficial to implement the project in multiple segments so that it would be completed concurrently to allow the project to be constructed in the shortest duration as possible. Accordingly, the consultant shall study and recommend the appropriate MPT stipulations to achieve the said goal.

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Design drawings will show the location of the shelters at each station. NYCDOT's Coordinated Street Furniture Franchise Unit will manage the installation of these shelters and will define the exact shelter location.

- 61. Final Quantity and Cost Estimating – GR Section 4.12
- 62. Preparation of Specifications – GR Section 4.25
- 63. Review and Analysis of Bids – GR Section 4.26
- 64. Electronic Archiving and Indexing – GR Section 4.27

G. An allowance for the following Additional Professional Services including but not limited to is made in Attachment 6 – Fee Proposal. Changes in allowance amount(s) due to a distribution of the Additional Professional Services amount shall be accompanied by a written directive from the Commissioner to the Consultant as per Article 6.5 of the Contract.

- 1. Additional Topographic Survey – GR Section 4.2
- 2. Vault Program Level I – GR Section 4.6A
- 3. Vault Program Level II – GR Section 4.6B
- 4. Sewer Design – GR Section 4.19
- 5. Water Main Design – GR Section 4.20
- 6. Final Design of Green Infrastructure – GR Section 4.40
- 7. Construction Support Services – GR Section 4.33
- 8. Construction Support Services – Green Infrastructure see DEP Scope of Services included at the end of this Exhibit
 - 5.1. Site Visits
 - 5.2. Review of Shop Drawings
 - 5.3. Evaluation of Contractor Initiated Deviations
 - 5.4. Request for Information/Clarification
 - 5.5. OSHA Compliance and EHS 1910 Review
 - 5.6. Operation and Maintenance Manuals and Specifications

III. METHOD OF PAYMENT

Payment for all required services shall be in accordance with the terms and conditions set forth in Article 7 of the attached contract.

IV. DELIVERABLES

Upon completion of the respective tasks, the Consultant shall submit the number of deliverables set forth below for each Phase of the project:

- 10 Sets of PDI Report
- 5 Sets of Technical Supplement
- 5 Sets of Bridge Inspection Reports and back-up documents
- 5 Sets of Schematic Geometric Design and Pavement Marking Plans
- 10 Sets of Schematic Landscape/Urban Design Plans
- 60 Sets of bound paper prints of the signed and sealed Construction Contract Drawings

5 Sets of Final Estimate and Specifications for the Construction Contract
5 Copies of the Archiving CDs

EXHIBIT I

REQUIREMENTS FOR FEDERAL AID PROJECTS

PAGES 28 TO 33 HAVE BEEN LEFT INTENTIONAL BLANK

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET**

CONTRACT No.	COUNTY	F. A. PROJECT No.	PAGE No. ____ OF ____	DATE SUBMITTED
CONTRACTOR		SUBCONTRACTOR		
NAME _____		NAME _____		
ADDRESS _____		ADDRESS _____		
PHONE _____		PHONE _____		
FED. ID No. _____		FED. ID No. _____		

The Contractor shall inform the Engineer in Charge the dates when the Subcontractor starts and completes all work under the subcontract. When work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc. are to be submitted in the same manner and number as required of the Prime Contractor.	EST. BEGINNING DATE (Mo & Yr) ____ / ____	EST. COMPLETION DATE (Mo & Yr) ____ / ____
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This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No Work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Contract Compliance Director. The signators below agree that violations of the foregoing may result in no payment by the City for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal, State, and City Laws and Regulations.

Contractor's Signature	Date	Subcontractor's Signature	Date
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	ITEM No.	NAME	< 100 %	BID AMOUNT		AGREED AMOUNT \$	% to CNT
				\$ SPECIALTY	\$ NON-SPECIALTY		
1							
2							
3							
4							
5							
6							
7							
8							
9							
TOTALS:				\$	\$	\$	

The Subcontractor named above is approved for utilization under the DBE General Provisions. Approval of this worksheet conveys only the Department's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goals of the contract. CCU approval of an Approval to Subcontract form AAPHC 89 is required prior to subletting or otherwise assigning any part of the contract.

APPROVED FOR OFFICE OF EQUAL OPPORTUNITY DEVELOPMENT AND COMPLIANCE BY:	DATE APPROVED ____/____/____
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NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DBE UTILIZATION WORKSHEET

New York City Department of Transportation DBE General Provisions requires that prior to contract award , Contractors must obtain written consent of the NYCDOT to a utilization plan that identifies certified disadvantaged owned business enterprises that have committed to perform work on a proposed contract. Authority for approval of utilization has been delegated to the Contract Compliance Unit (CCU). The DBE Utilization Worksheet is used to describe in item detail the utilization plan for each proposed subcontractor.

DBE Provisions require Prime Contractors to obtain written consent of the Department prior to subletting or otherwise assigning any part of the contract. Authority for approval to subcontract has been delegated to the Contract Compliance Unit.

The DBE Utilization Worksheet has been designated for use as form AAPHC 89. When submitting forms for firms included in the Contractor's Utilization Plan, prepare a signed copy as described below. All DBE Utilization Worksheets are to be submitted directly to CCU as attachments to a revised Utilization Plan, form AAP 19.

CONTRACT No.: Enter New York City contract number. (Example: BRC100)

COUNTY: Enter name of county or counties of this project. (Example: Bronx)

F.A. Project No.: Enter only for Federal Aid Projects. (Example: I-87-3(177))

PAGE No.: Enter 1 of 1, 1 of 2, or 2 of 2 etc. Use additional forms as needed.

DATE SUBMITTED: Enter date completed forms are submitted to OCC (MM/DD/YY)

CONTRACTOR AND SUBCONTRACTOR DATA: Enter names, and addresses (including ZIP code), telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Subcontractor.

EST. BEGINNING DATE: Enter estimated month and year in which subcontractor work will begin.

EST. COMPLETION DATE: Enter estimated month and year in which subcontractor work will completed.

SIGNATURES: Authorized representatives of both the prime and subcontractor sign and date.

ITEM No. AND NAME: Enter each item or specification number and name. If only part of an item is to be subcontracted check the "less than 100%" box and attach a description of the specific work to be performed.

BID AMOUNT: Enter the prime contractor total bid price for items of work being subcontracted, item by item, under appropriate heading of "Specialty" or "Non-Specialty" and enter totals for each "Specialty" items, if any, are designated in the contract proposal. If only part of an item is to be subcontracted enter the amount of the prime contractor bid amount that represents the portion of the item that is being subcontracted: For other than subcontract work, i.e. material supplier and off-site trucking or other services no entry is required under "Specialty" or "Non-Specialty" headings.

DBE ONLY AGREED AMOUNT: In addition to completing the appropriate bid amount columns as described above on the utilization worksheet enter the agreed amount for each item of work to be performed by a certified DBE. Indicate if the contractor's Utilization Plan whether subcontractor, material supplier, trucker or provider of other services

TOTALS: Enter the sum of all Bid Amounts and DBE Agreed Amounts, if any.

Subcontractor Approvals and Approval Amendments will be sequentially numbered for each prime contract in the order that may be approved. An approved copy will be provided to the prime contractor and the Engineer-in-Charge of the contract in each instance.

NYC Department of Transportation
DBE SOLICITATION LOG

Contract No. _____ County _____ Letting Date ____/____/____ Date Submitted ____/____/____ Page ____ of ____

Contractor Name & Address _____ Contract Name: _____

E-Mail: _____ Telephone No: () - _____

	Firm Name Contact	Program	Telephone No. E-Mail Address	NYSDOT Work Code(s)	Date of Contact	Method of Contact	DBE Response Code(s)	Bidder Action Code(s)
1		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
2		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
3		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
4		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
5		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
6		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
7		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
8		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
9		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		
10		Select One	() -		/ /	Select One		
					/ /	Select One		
					/ /	Select One		

DBE Response Codes 11- Submitted Written Quote 12- Submitted Verbal Quote 13 - Negotiating with prime 14- Developing Quote
 21- Not Certified for items(s) 22- Location Unacceptable 23- No Price Agreement 24- No Time for Bid 25- Schedule Unacceptable 26- Other
 Bidder Codes: 31- Selected 32- Unavailable 33- No Longer in Business 34- Undeliverable 35- Unreachable 36- Unresponsive 37- Not Selected