NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

REQUEST
FOR
PROPOSALS

RFP

PIN
8502012RQ0003P

PRE-PROPOSAL CONFERENCE
May 17, 2012

PROJECT
SER-SURV7, Requirements Contract for Topographical Surveying Services for Infrastructure Projects, Brooklyn

SUBMISSION DEADLINE
June 5, 2012

MICHAEL R. BLOOMBERG
Mayor

DAVID J. BURNEY, FAIA
Commissioner

MARK A. CANU
Associate Commissioner
Division of Safety and Site Support

DEPARTMENT OF DESIGN AND CONSTRUCTION

REQUEST FOR PROPOSALS

PROJECT: SEK-SURV4

REQUIREMENTS CONTRACT FOR TOPOGRAPHICAL SURVEYING SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS, BOROUGH OF BROOKLYN

TABLE OF CONTENTS

PREFACE

I. TIMETABLE

II. SUMMARY OF REQUEST FOR PROPOSALS

III. SCOPE OF WORK AND CONTRACT CONDITIONS

IV. FORMAT AND CONTENT OF THE PROPOSAL

V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

VI. GENERAL INFORMATION TO PROPOSERS

ATTACHMENT 1 - STATEMENT OF UNDERSTANDING
ATTACHMENT 2 - IDENTIFICATION OF KEY PERSONNEL
ATTACHMENT 3 - FEE PROPOSAL
ATTACHMENT 4 - ACKNOWLEDGEMENT OF ADDENDA
ATTACHMENT 5 - CONFIRMATION OF VENDEX COMPLIANCE
ATTACHMENT 6 - SUBCONTRACTOR UTILIZATION PLAN
ATTACHMENT 7 - DOING BUSINESS DATA FORM

APPENDIX 1 – CONTRACT DOCUMENT

Printed on paper containing 30% post-consumer material.

PREFACE

The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed to the City's prestige as a global destination. As part of this effort, the Department of Design and Construction ("DDC") is pleased to announce the following contracting opportunity.

SECTION I. TIMETABLE

A. RFP Issuance

Pre-Proposal Conference:

A Pre-Proposal conference will be held at 10:00 AM on Thursday, May 17, 2012 at DDC Headquarters, 30-30 Thomson Avenue, Long Island City, NY 11101, in the DDC Bid Room, First Floor. Attendance at this pre-proposal conference is not mandatory to propose on the contract described in this RFP; however, it is strongly encouraged.

Submission Deadline

The proposer shall deliver, on or before 4:00 PM on Tuesday, June, 5, 2012 the Proposal in a clearly marked envelope or package. The Proposal shall consist of THREE separate clearly marked, sealed packages containing the following: (1) the Technical Proposal (1 original and 4 copies), (2) Subcontractor Utilization Plan (1 original) and (3) Doing Business Data Form (1 original).

Proposals shall be hand delivered to the contact person at the location listed below. Proposals received after the applicable due date and time prescribed in the RFP are late and will not be accepted except at the discretion of DDC pursuant to the applicable section of the City Procurement Policy Board Rules.

Hemwattie Roopnarine (718) 391-1375
Professional Contracts Section
Department of Design and Construction
30-30 Thomson Avenue, 4th Floor (Entrance on 30th Place)
Long Island City, NY 11101
E-mail: ramnarah@ddc.nyc.gov

NOTE: Respondents are held responsible for ensuring that the Proposal is received by the Professional Contract Section by the deadline. Respondents are warned not to rely on signed delivery slips from their messenger services. Occasionally packages are delivered to the School Construction Authority located in the same building and the packages are not forwarded to the DDC Professional Contracts Section in a timely manner. Entrance to DDC is on 30th Place, *not* Thomson Avenue despite our Thomson Avenue house number.

B. Inquiries:

In the event a proposer desires any explanation regarding the meaning or interpretation of this RFP, such explanation must be requested in writing, no later than one week prior to the submission date prescribed in the RFP. In the event DDC determines that it is necessary to

respond to the inquiry in writing or by email, such response will be furnished as an addendum to the RFP to all potential proposers known to have downloaded the RFP. All addenda will be available on DDC's website at http://ddcftp.nyc.gov./rfpweb/. All inquiries must be directed ONLY to the contact person listed above.

C. Addenda:

Receipt of an addendum to this RFP by a proposer must be acknowledged by attaching an original signed copy of the addendum to the Technical Proposal. All addenda shall become a part of the requirements for this RFP.

D. RFP Schedule:

The following is the estimated timetable for receipt, evaluation, and selection of proposals. This is only an estimate and is provided to assist responding firms in planning.

a. Identify Consultant: Within four weeks of submission deadline.

b. Complete Contract Registration: Approximately three months from date of consultant selection.

c. Commence Work: When directed by DDC.

SECTION II. SUMMARY OF THE REQUEST FOR PROPOSALS

A. Background and Objectives of the Project

The New York City Department of Design and Construction (DDC), Division of Safety and Site Support, is seeking an appropriately qualified firm to perform surveying and related services for the preparation of survey documents for various infrastructure projects on a Work Order basis. The standard requirements contract for surveying services is attached and incorporated herein as part of this Request for Proposals (RFP).

B. Work Order Process:

The Work Order process is set forth in Article 4 of the attached contract. The Consultant shall not perform services under the contract until the Commissioner has issued a Work Order in accordance with Article 4.

C. Joint Ventures and Other Consultant Relationships

There is no minimum requirement for the proportion of work to be performed by either of the two joint venture partners. Joint ventures must carry the required insurance, either as policies written specifically for the joint venture entity, or by using their existing single entity policies with endorsements written for the joint venture activity.

DDC does not recognize the corporate configuration wherein one company is “in association with” another. Relationships between two or more firms shall be either as joint venture partners or as prime consultant / subconsultant. In the event that a proposal is received wherein two or more firms are described as being "in association with" each other, DDC will treat the relationship as one of prime consultant / subconsultant(s). The RFP evaluation will be handled accordingly, and if selected, the contract documents will show only the prime firm on the signature page, and all other firms will be listed as subconsultants in the relevant Exhibit.

SECTION III. SCOPE OF WORK AND CONTRACT CONDITIONS

A. Scope of Services

The range and type of surveying services the Consultant may be required to provide shall include without limitation the services described in Technical Requirements for Surveying Services for Various Projects Exhibit D, Sections 1-9. As the need arises for survey services throughout the term of the contract, the Commissioner shall issue a Work Order(s). The Consultant services to be provided for specific projects will be specified in the respective Work Order(s). Proposers are advised to carefully review the above cited sections of the attached contract, which details the surveying and related services subsumed in the services to be rendered under this contract.

B. Contract Provisions

The services to be provided by the Consultant and all standards of performance applicable to the required work are set forth in the form of contract, attached and incorporated as part of this RFP. Any firm awarded a contract as a result of this RFP will be required to sign this form of contract. Proposers are advised to carefully review the attached contract in its entirety before submitting a proposal.

C. Contract Term

The term of the contract shall commence as of the date of registration and shall remain in effect for 730 consecutive calendar days. The total value of all Task Orders that may be issued pursuant to the contract shall not exceed $1,500,000 for the base term of contract. At the Commissioner's sole option, the term of the contract may be renewed for 365 consecutive calendar days for up to $750,000. However, in the event a Work Order or Supplementary Work Order issued during the term of the contract(s) specifies a time frame for completion, which extends beyond the contract term, the term of the contract(s) shall extend through the time frame for completion set forth in the Work Order or Supplementary Work Order. The Commissioner may issue a Work Order at any time throughout the term of the contract(s), inclusive of the last effective day of the contract.

D. Insurance

Requirements for insurance that must be provided by the Consultant and its subconsultants are specified in Article 7 of Appendix A, which is included as an Exhibit to the attached contract. The cost of all insurance is deemed included in payments to the Consultant, as set forth in the attached contract.

E. Payment Provisions

Payments for all required services for the Project shall be in accordance with Exhibit B of the attached contract. The proposer is advised to carefully review Exhibit B of the contract, which specifies the terms and conditions of payment for items listed below. Information regarding the elements to be included in the Proposer's Fee Proposal is set forth in Section IV(B) of this RFP.

1. Payment for Services based on Unit Prices

2. Payment for Services based on Staffing Hours (Time Card)

3. Payment for Reimbursable Services

F. Guaranteed Minimum

The City guarantees that under the contract it will issue Work Orders to the Consultant in the total minimum amount of $5,000. The City has no obligation to order the performance of services under the contract in excess of the guaranteed minimum amount specified, and, no action for damages or for loss of profits shall accrue to the Consultant by reason thereof.

G. Key Personnel

Contract award shall be subject to demonstration by the selected contractor that the proposed key personnel will be the staff that will perform on the subject contract.

The proposer is advised that it is the intent of the City to secure the personal services of the key personnel identified in the contractor's technical proposal. Accordingly, such key personnel must be assigned to the Project. In accordance with Article 5 of the attached contract, failure by the Consultant to provide such Key Personnel will be considered a material breach of the contract and grounds for termination for cause. Replacement of such Key Personnel is subject to approval by the Commissioner and will only be permitted in the following circumstances: (1) if the designated individual dies or is no longer in the employ of the Consultant; or (2) if the City fails to direct the Consultant to commence work on the project within nine (9) months of the date the Consultant submitted its technical proposal.

Any personnel provided by the Consultant must satisfy the requirements for the specific title in which he/she is performing services. The minimum requirements for any given title are listed in Section H below and Exhibit C of the contract.

H. Minimum Requirements Per Title

Below are the minimum requirements per title for this project. **Proposers that fail to meet the minimum requirements will be deemed non-responsive**.

MINIMUM REQUIREMENTS PER TITLE			
TITLE	**YEARS OF EXPERIENCE AND EDUCATION**	**LICENSE/ CERTIFICATION**	**SPECIFIC EXPERIENCE**
Contract Executive	10 years of experience	Principal or Officer of Company, **and** NYS Licensed Professional	Project Management, Land Surveying Services
Licensed Land Surveyor	2 years of experience in Land Surveying in addition to compliance with the requirements to obtain a Land Surveyor License, as specified by the New York State Department of Education	LS in New York	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
Survey Project Manager	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
CADD Supervisor	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices, Strong Knowledge of CADD and Surveying Software Packages
Survey Party Chief	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
Survey Instrument Operator	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
Survey Technician/ Researcher	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying, Record Plan Research, and use of AutoCAD Software
CADD/GIS Technician	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Strong knowledge of latest releases of AutoCAD, Land Development Desktop, Carlson Civil/Survey or other Surveying Software

I. The Consultant's Personnel

The terms and conditions regarding the Consultant's obligation to provide personnel for the performance of services specified in the Work Order(s) are set forth in Exhibit C- Staffing Requirements of the attached contract. Proposers are advised to carefully review this section of the attached contract to ensure their capability of complying with specified staffing requirements. Proposers are required to complete Attachment 2 – Key Personnel attached to this RFP.

J. Staffing Requirements for Personnel

Staffing requirements for personnel for the required services have been established by the Commissioner and are set forth in Section III of the RFP, as well as Exhibit C of the contract. The procedures are outlined in Exhibit D - Technical Requirements of the attached contract.

1. Contract Executive
The Consultant(s) shall, as part of this Technical Proposal, identify the Contract Executive. The Contract Executive shall serve as the Consultant's principal representative with respect to its obligations under this contract. Such Contract Executive shall be responsible for the following: (1) coordinating the activities of the Consultant's personnel performing services pursuant to a Work Order, and (2) providing, on an as-needed basis, executive or management expertise and oversight with respect to the project.

2. Qualifications and Approval of the Consultant's Personnel
Prior to the approval of a Work Order, all proposed personnel are subject to the prior written approval of the Commissioner. With respect to the proposed personnel, the Consultant shall provide the following: resumes and any other information regarding the qualifications and/or areas of expertise. The Consultant specifically agrees that its employees, agents and consultants shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

3. Replacement Personnel
Replacement personnel must possess qualifications substantially similar to those of the personnel being replaced and are subject to the prior written approval of the Commissioner. In addition, at the Commissioner's request at any time, the Consultant shall remove any personnel and substitute another employee of the Consultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, at his sole discretion.

K. Participation by Minority Owned and Women Owned Business Enterprises in City Procurement

The contract resulting from this Request for Proposals will be subject to Local Law 129 of 2005, the Minority-Owned and Women-Owned Business Enterprise (M/WBE) program. Please refer to Attachment 6 for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms.

If an M/WBE Subcontractor Utilization Plan is required for this proposal, the plan must be submitted in a separate, sealed envelope marked "Subcontractor Utilization Plan" at the same time the technical proposal is submitted. This envelope will be opened only when and if the

firm is selected for fee negotiations. Failure to include or properly fill out the Subcontractor Utilization Plan will result in the rejection of the Proposal as non-responsive. If a full waiver has been granted, the proposer shall include the signed waiver form in the envelope *in lieu of* a Subcontractor Utilization Plan. If a partial waiver has been granted, the proposer shall include the signed waiver form in the envelope with its Subcontractor Utilization Plan.

Note: As fully explained in Attachment 6, if you are planning to request a waiver of the Target Subcontracting Percentage, the waiver must be submitted to the Agency at least seven days prior to the proposal due date and time in order to be considered.

L. 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, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

SECTION IV. FORMAT AND CONTENT OF THE PROPOSAL

A. Proposal Subdivision Instructions:

Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8½" X 11" paper. The City of New York requests that all proposals be submitted on paper with not less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic paper recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: http://www.epa.gov/epg/products/printing.htm). Pages should be paginated. The proposal will be evaluated on the basis of its content, not its length. Failure to comply with any of these instructions will not make the proposal non-responsive. Submit proposal in a clearly labeled, sealed package as follows:

1. Technical Proposal (1 original and 4 copies): The Technical Proposal should contain all the information requested in Subsection B below, plus completed forms 254 and 255 for Proposer and its subconsultants. (These forms are available at http://www.nyc.gov/html/ddc/html/business/otherfrm.shtml)

2. Fee Proposal (1 original): **To be submitted ONLY upon request**. The Fee Proposal shall consist of the information requested in Attachment 3 to the RFP.

B. Technical Proposal (1 original and 4 copies): The Technical Proposal shall contain the information described below.

1. Introductory Material:

- Cover Letter: Submit a maximum of one page, indicating the company name and address, and the name, address and telephone number of the person authorized to represent the firm. ***(Be sure to refer to the proper DDC project number and title).***

- Table of Contents: Provide a table of contents of the material contained in the proposal.

- Summary: Submit a brief statement of the salient features of the proposal, including approach, qualifications and nature of the proposal project team. Do not include fee data in the summary.

2. Experience of Firm & Subconsultants:

Identify no more than five (5) previous projects in which the Proposer has performed work similar in scope and type to the work described in this RFP. Limit the experience information provided to a brief description of those projects which are similar to the work described in this RFP.

If the proposer is a joint venture, delineate the areas of responsibility and expertise of each joint venture partner.

3. Personnel:

For each title listed in Attachment 2, the proposer shall identify the individuals it will provide, throughout the term of the contract, to perform the required services. The proposer may identify multiple individuals for each title; provided, however, it may only identify those individuals it has the ability to provide.

For all individuals proposed as personnel, the proposer must submit the individual's resume and any other information detailing his/her number of years of experience, as well as technical and professional qualifications. Any proposed individual must satisfy the minimum requirements per title set forth in Exhibit C of the attached contract. All individuals performing services for any project(s) assigned to the Consultant must be approved in advance by the Commissioner.

4. Organizational Capability:

Demonstrate the organizational capability of the firm. The proposer shall submit a SF-254 Form, which provides information concerning (1) the number of full-time people currently employed by the firm, (2) the projects on which the firm is currently working, (3) the projects the firm has completed, and (4) future projects to which the firm is committed. All project information shall include the dollar value of the contract, as well as the schedule.

5. Statement of Understanding:

The Statement of Understanding form included as (Attachment 1) of this RFP should be signed by a responsible partner or corporate officer of the proposing firm and submitted with the firm's Technical Proposal.

6. Acknowledgement of Addenda:

The Acknowledgement of Addenda form (Attachment 4) serves as the proposer's acknowledgement of the receipt of addenda to this RFP that may have been issued by the Agency prior to the proposal due date and time. The proposer should complete this form as instructed on the form.

7. Fee Proposal:

A form for submission of the Fee Proposal is included as Attachment 3 to the RFP. Upon written notification, the proposer must submit the Fee Proposal in a separate, clearly labeled, sealed package within ten (10) business days of such notice. The proposer must complete the Fee Proposal as per instructions on Attachment 3. The Fee Proposal consists of Unit Prices and All Inclusive Hourly Rates. The method of payment for the performance of services (unit prices or time card) shall be specified by the Commissioner in the Work Order.

- Unit Prices for Surveying Services: Unit prices apply if the Method of Payment for the Work Order is based on Unit Prices.

- All Inclusive Hourly Rates: All Inclusive Hourly Rates apply if the Method of Payment for the Work Order is based on Staffing Hours (Time Card). All Inclusive

Hourly Rates DO NOT APPLY if the Method of Payment for the Work Order is based on Unit Prices. The Consultant shall not be entitled to any increase in such rates for services performed during overtime hours.

- Contract Executive: The Consultant is not entitled to payment for the services of the Contract Executive. Compensation for the Contract Executive is deemed included in the Method of Payment directed in writing by the Commissioner in the Work Order (Unit Prices or Time Card).

- Increase in Unit Prices and All Inclusive Hourly Rates: The Unit Prices and All Inclusive Hourly Rates set forth in Exhibit B shall be subject to increases as provided for herein. The first such increase shall be made at the beginning of the calendar year which is at least three years after the commencement of the contract, i.e., in the month of January of the year which is at least three full years after the date of the Advice of Award. Subsequent increases shall be made on a yearly basis at the beginning of each calendar year for the remainder of the contract term or any extension or renewal thereof. Such increases shall be based upon any increase in the Employment Cost Index for Professional, Scientific and Technical Services, published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"). If the Index declines or shows no increase, rates shall not be increased. Any increases in the Unit Prices and/or All Inclusive Hourly Rates shall be applied on a prospective basis only.

The Proposer is advised to carefully review the contract. Specifically, Exhibit D – Technical Requirements and Exhibit B – Unit prices and Hourly Rates.

C. Proposal Package Contents ("Checklist"): The Proposal Package should consist of the following THREE packages:

1. Technical Proposal (1 original and 4 copies):
   Separate sealed envelope, clearly marked as "Technical Proposal", including

   - All items listed in Section IV-B
   - Statement of Understanding (Attachment 1)
   - Identification of Personnel (Attachment 2)
   - Acknowledgement of Addenda (Attachment 4)

2. Subcontractor Utilization Plan (1 original): (Attachment 6)
   Sealed envelope clearly marked as "Subcontractor Utilization Plan".

3. Doing Business Data Form (Attachment 7)
   Sealed envelope clearly marked as "Doing Business Data Form" containing a completed Doing Business Data Form.

SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Selection Process

This is a Quality Based Selection (QBS) project. A DDC evaluation committee will review, evaluate and score all technical proposals pursuant to the criteria described below. This evaluation will determine each proposer's technical score. DDC reserves the right to interview proposers and visit their offices for the purpose of clarifying their proposals, after which their initial technical scores may be re-evaluated. Proposers will be ranked in accordance with their technical scores. The ranking will be submitted to the Executive Consultant Selection Committee (ECSC), who will certify the results and authorize fee negotiations to commence with the highest ranked firm. DDC will attempt to negotiate fair and reasonable Fees and All Inclusive Hourly Rates with the highest ranked firm. If negotiations are not successful, DDC will enter into negotiations with the next highest ranked firm. The firm whose proposal is determined to be most advantageous to the City will be awarded the Contract.

B. Proposal Evaluation Criteria

The proposal evaluation criteria are as follows:

1. Experience of the Firm & Subconsultants: (Weight 40%)
2. Personnel: Qualification and Experience (Weight 30%)
3. Organizational Capability: (Weight 30%)

C. Basis of Award

DDC will award contracts to the responsible proposers whose proposals are determined to be the highest quality and most advantageous to the City, taking into consideration the overall quality of the proposal as measured against factors or criteria as are set forth in the Request for Proposals and successful negotiation of an appropriate fee. Such fee negotiation shall commence upon written notification and shall conclude not more than thirty days after receipt of the Fee Proposal.

D. Supply and Service Employment Report

Upon selection, the successful proposer will be required to submit one original copy of the Department of Small Business Services Supply and Service Employment Report, a copy of which can be downloaded from http://www.nyc.gov/html/sbs/html/procurement/dls.shtml. Upon written notification; the proposer must submit the Supply and Service Employment Report within ten days of such notification.

E. VENDEX

Upon selection, the successful proposers will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification, the proposers must submit a Confirmation of VENDEX Compliance and VENDEX Certification of No Change to DDC within five days of official notification. A form for this confirmation is set forth in the RFP. (Attachment 5)

The proposers are advised that VENDEX Questionnaires and procedures have changed. See www.nyc.gov/vendex to download the new VENDEX Questionnaires and a Vendor's Guide to VENDEX or contact DDC's VENDEX Unit at 718-391-1845.

(1) Submission: VENDEX Questionnaires (if required) must be submitted directly to the Mayor's Office of Contract Services, ATTN: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

(2) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, proposers may be obligated to complete and submit VENDEX Questionnaires. If required, VENDEX Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the proposal, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after award.

F. Contract Finalization

Upon selection, the successful proposers will be asked to finalize a contract with DDC subject to the conditions specified in the RFP and to the agency's standard contract provisions. The contents of the selected proposals, together with this RFP and any addendum(s) provided during the proposal process, may be incorporated into the final contract to be developed by the agency.

SECTION VI. GENERAL INFORMATION TO PROPOSERS

A. Complaints

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

B. Applicable Laws

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

C. Contractual Requirements

1. Contracts shall be subject to New York City's general provisions, in substantially the form that they appear in "Appendix A-General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

2. Any firm awarded a contract as a result of this RFP will be required to sign the City's standard requirements contract for Professional Services. A copy of the contract is attached for your information. The requirements for performance of this Project, as well as insurance, payment terms and all other provisions are contained in the contract.

3. Any information which may have been released either orally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither the City nor the Proposer.

4. The City will deal only with the Consultant and the City has no financial obligation to sub-consultants and sub-contractors of the Consultant. However, all sub-consultants and sub-contractors are subject to the City's contracting requirements including Equal Employment Opportunity (Executive Order #50 of 1980 as revised).

5. If this is an Infrastructure contract for engineering design services, the Proposer must negotiate with the agency the adoption of a schedule of payments and deliverables. In the event that a satisfactory decision cannot be reached regarding those schedules, the agency reserves the right to award to another proposer.

D. Contract Award

Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Small Business Services/Division of Labor Services Employment Report and certification by that office; submission by the

proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights

Pursuant to the PPB Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts

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

G. Prompt Payment Policy

Pursuant to New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously. The prompt Payment provisions set forth in the edition of the Procurement Policy Board Rules in effect at the time of this solicitation shall be applicable to payments made under a contract resulting from this solicitation. The provisions require the payment to contractors of interest payments made after the required payment date except as set forth in the Rules.

The contractor (consultant) must submit a proper invoice to receive payment, except where the contract provides that the contractor shall be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

H. Prices Irrevocable

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

I. Confidential, Proprietary Information or Trade Secrets

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

J. RFP Postponement/Cancellation

The Agency reserves the right to postpone or cancel this RFP in whole or in part, and to reject all proposals.

K. Proposer Costs

Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. VENDEX Fees

Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350.

M. Charter Section 312(a) Certification

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency.

_____ _____

Agency Chief Contracting Officer Date

ATTACHMENT 1

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands the scope and requirements of this project, as described in the RFP and all attachments; (ii) has the capacity to execute this project, (iii) agrees to accept payment in accordance with the requirements of this RFP and the standard resident engineering inspection services contract, attached hereto, and (iv) will, if its proposal is accepted, enter into the attached Standard Contract with the New York City Department of Design and Construction.

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

☐ **Yes** ☐ **No**

I hereby certify that my firm will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this proposal is, to the best of knowledge, true and accurate.

_____
Name of Firm
(Full Business Name)

By:_____ _____
Signature of Partner or Corporate Officer Date

_____ _____
Print Name Title

_____ _____
Telephone # EIN #

_____ _____
Address E-Mail Address

ATTACHMENT 2

IDENTIFICATION OF KEY PERSONNEL

FMS ID: **SEK-SURV4**
Description: **Requirements Contract for Topographical Surveying Services for Various Infrastructure Projects, Borough of Brooklyn**

For the proposed Key Personnel, i.e., the Project Manager, New York State Licensed Land Surveyor, CADD Supervisor, the proposer is required to provide all information set forth below. Submission of all information set forth below in completed form is **MANDATORY.** The proposer is advised that failure to submit all such information in completed form with respect to the proposed Key Personnel, as part of its technical proposal will result in the automatic rejection of its proposal as non-responsive.

(1) Project Manager:

Name of Proposed Candidate: _____

Is the Candidate currently employed by proposer? _____ Yes _____ No If the answer is No, the proposer must provide the certification set forth in section (4) below, plus a proposed alternate candidate.

Name of Proposed Alternate Candidate: _____
The resume of the Proposed Alternate Candidate must be included in the technical proposal.

Information regarding the Candidate's current and/or projected assignment(s), including projects which have not yet been commenced, but for which a final selection has been made by the Entity/Agency:

Name of Entity or Agency: _____
Project Description: _____
Title: _____
Anticipated Completion Date: _____

Has the Candidate been included on any other proposals submitted by the proposer for which a final selection has not yet been made by the Entity/Agency ? _____Yes ____ No. If the answer is Yes, the proposer must provide an attachment listing all such proposals.

(2) New York State Licensed Land Surveyor:

Name of Proposed Candidate: _____
Is the Candidate currently employed by proposer? _____ Yes _____ No
If the answer is No, the proposer must provide the certification set forth in section (4) below, plus a proposed alternate candidate.
Name of Proposed Alternate Candidate:_____
The resume of the Proposed Alternate Candidate must be included in the technical proposal.

ATTACHMENT 2 (continued)

Information regarding the Candidate's current and/or projected assignment(s), including projects which have not yet been commenced, but for which a final selection has been made by the Entity/Agency:

Name of Entity or Agency: _____
Project Description: _____
Title: _____
Anticipated Completion Date: _____

Has the Candidate been included on any other proposals submitted by the proposer for which a final selection has not yet been made by the Entity/Agency ? _____Yes ____ No
If the answer is Yes, the proposer must provide an attachment listing all such proposals.

(3) CADD Supervisor:

Name of Proposed Candidate: _____

Is the Candidate currently employed by proposer? _____ Yes _____ No
If the answer is No, the proposer must provide the certification set forth in section (4) below, plus a proposed alternate candidate.

Name of Proposed Alternate Candidate: _____
The resume of the Proposed Alternate Candidate must be included in the technical proposal.

Information regarding the Candidate's current and/or projected assignment(s), including projects which have not yet been commenced, but for which a final selection has been made by the Entity/Agency:

Name of Entity or Agency: _____
Project Description: _____
Title: _____
Anticipated Completion Date: _____

Has the Candidate been included on any other proposals submitted by the proposer for which the Entity/Agency has not yet made a final selection? _____Yes ____ No. If the answer is yes, the proposer must provide an attachment listing all such proposals.

(4) Certification: *Please check appropriate box (es)*

The proposer must provide the Certification set forth below for any Proposed Key Personnel who are not currently employed by the proposer. Attach additional certifications if necessary.

A. ☐ By signing in the space provided below, the proposer certifies that (1) it has entered into an agreement (written ___ or verbal___) with the individuals identified above for the following title _____, and (2) in accordance with such agreement, the individuals has agreed to be employed by the proposer and assigned to the Project if the contract is awarded to the proposer.

B. ☐ This certification is not applicable for this proposal. All proposed key personnel are currently employed by the proposer except for any proposed personnel so identified within this enclosure. (If applicable, Box 4A must be completed.)

ATTACHMENT 2 (continued)

(5) Affirmation:

The proposer affirms that the information provided on this enclosure is presented to the City of New York's Department of Design and Construction (DDC) as of the below date to wit. The proposer has committed the services of each individual listed to the project being proposed as detailed in this Request for Proposal if for so awarded the contract and will conform to Article 5 – The Consultant's Personnel of the duly executed contract between DDC and the undersigned proposer.

_____
Name of Firm
(Full Business Name)

By:_____ _____
Signature of Partner or Corporate Officer Date

_____ _____
Print Name Title

_____ _____
Telephone # EIN #

_____ _____
Address E-Mail Address

SPECIAL NOTE: The proposer must sign the affirmation. Submission of this Attachment is mandatory.

ATTACHMENT 3

FEE PROPOSAL
SCHEDULE OF UNIT PRICES

Fee Proposal: For each of the items set forth below, the proposer shall indicate (1) a unit price for the item, and (2) a total amount for the item. The total amount for each item is the result of multiplying the unit price for the item times the estimated quantities for the item. All unit prices and total amounts shall be in figures. On the last page hereof, the proposer shall indicate its Total Fee Proposal and shall sign its Fee Proposal in the space provided. The Total Fee Proposal is the result of adding the total amounts for all specified items.

Unit Prices: All unit prices shall include all surveying services necessary and required for the preparation of the Survey Document(s) specified for the item. If more than one type of Survey Document is specified for the item, the unit price shall include the preparation of ALL Survey Documents specified for the item.

Estimated Quantities: The Proposer is advised that the estimated quantities set forth below are approximate only, given solely to be used as a uniform basis for the comparison of Fee Proposals. Such estimated quantities are not to be considered part of the contract. The quantities actually required may be more or less than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Consultant by reason thereof. Throughout the term of the Contract, the Commissioner shall issue Work Orders to the Consultant for the types of services required. The quantities of services actually required by Work Orders shall not be limited by the estimated quantities set forth below. The Proposer is cautioned that payment will not be made for services, unless authorized by the Commissioner by Work Order.

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
1.	**Preparation of Topographical & Property Line Maps**			
1(a)	For survey area less than or equal to 15,000 S.F. per Project location	100,000 S.F.	_____	_____
1(b)	For survey area more than 15,000 S.F. and less than or equal to 60,000 S.F. per Project location	200,000 S.F.	_____	_____
1(c)	For survey area more than 60,000 S.F. and less than or equal to 200,000 S.F. per Project location	500,000 S.F.	_____	_____
1(d)	For survey area more than 200,000 S.F. and less than or equal to 400,000 S.F. per Project location	800,000 S.F.	_____	_____
1(e)	For survey area more than 400,000 S.F. per Project location	800,000 S.F.	_____	_____

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
2.	**Preparation of Damage & Acquisition Maps**		*****NOT APPLICABLE*****	

ATTACHMENT 3 (continued)

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
3.	**For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps** Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
4.	**For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings**			
4(a)	For survey length less than or equal to 2,000 L.F. per Project	10,000 L.F.	_____	_____
4(b)	For survey length greater than 2,000 L.F. and less than or equal to 5,000 L.F. per Project	10,000 L.F.	_____	_____
4(c)	For survey length greater than 5,000 L.F. per Project	10,000 L.F.	_____	_____

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
5.	**For Highway and/or Sewer and Water Main Projects:** **Preparation of (1) Clean Base Maps (2) Topographical Maps (3) Composite Utility Maps and Profile Drawings (4) Highway Profile Drawings (5) Control Maps** Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____

ATTACHMENT 3 (continued)

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
6.	**For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings** Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHS, regardless of survey length	10,000 L.F.		

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
7.	**SERVICES IN OTHER BOROUGHS: Preparation of Topographical & Property Line Maps (See Item No. 1)**			
	For Items 7(a) through (d), the unit price is a price per Square Foot and applies to all Projects in the other borough specified, regardless of survey area			
7(a)	In the Borough of Queens	20,000 S.F.		
7(b)	In the Borough of Manhattan	20,000 S.F.		
7(c)	In the Borough of Brooklyn	20,000 S.F.	**N/A**	**N/A**
7(d)	In the Borough of Staten Island	20,000 S.F.		
7(e)	In the Borough of the Bronx	20,000 S.F.		

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
8.	**SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**		*****NOT APPLICABLE*****	

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
9.	**SERVICES IN OTHER BOROUGHS: For Catch or Seepage Basin Projects (See Item No. 3) Preparation of Topographical and Utility Maps**			
	For Items 9(a) through 9(d), the unit price is a price per Location and applies to all Projects in the other borough specified, regardless of survey area			
9(a)	In the Borough of Queens	10 Locations		
9(b)	In the Borough of Manhattan	10 Locations		
9(c)	In the Borough of Brooklyn	10 Locations	**N/A**	**N/A**
9(d)	In the Borough of Staten Island	10 Locations		
9(e)	In the Borough of the Bronx	10 Locations		

ATTACHMENT 3 (continued)

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
	SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):			
10.	**Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings**			
	For Items 10(a) through 10(d), the unit price is a price per Linear Foot and applies to all Projects in the other borough specified, regardless of survey length			
10(a)	In the Borough of Queens	1,000 L.F.	_____	_____
10(b)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(c)	In the Borough of Brooklyn	1,000 L.F.	**N/A**	**N/A**
10(d)	In the Borough of Staten Island	1,000 L.F.	_____	_____
10(e)	In the Borough of the Bronx	1,000 L.F.	_____	_____

- -

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
	SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)			
11.	**Preparation of (1) Clean Base Maps (2) Topographical Maps (3) Composite Utility Maps &Profile Drawings (4) Highway Profile Drawings (5) Control Maps**			
	For Items 11(a) through 11(d), the unit price is a price per Linear Foot and applies to all Projects in the other borough specified, regardless of survey length			
11(a)	In the Borough of Queens	1,000 L.F.	_____	_____
11(b)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(c)	In the Borough of Brooklyn	1,000 L.F.	**N/A**	**N/A**
11(d)	In the Borough of Staten Island	1,000 L.F.	_____	_____
11(d)	In the Borough of the Bronx	1,000 L.F.	_____	_____

- -

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
12.	**INSTALLATION OF SURVEY MARKER:**	10 each	_____	_____

TOTAL FEE PROPOSAL: **Total Amount for All Items (add total amounts for items 1 through 12)_____**

****

ATTACHMENT 3 (continued)

SIGNATURE: The Proposer must sign its Fee Proposal in the space provided below.

_____
Name of Firm
(Full Business Name)

By:_____ _____
Signature of Partner or Corporate Officer Date

_____ _____
Print Name Title

_____ _____
Telephone # EIN #

_____ _____
Address E-Mail Address

ATTACHMENT 3 (continued)

FEE PROPOSAL

REQUIRED TITLES AND ALL INCLUSIVE HOURLY RATES

ALL INCLUSIVE HOURLY RATES: All Inclusive Hourly Rates **ONLY** apply if the Method of Payment for the Work Order is based on Time Card Basis. All Inclusive Hourly Rates **DO NOT APPLY** if the Method of Payment for the Work Order is based on Unit Prices. All Inclusive Hourly Rates are deemed to include all expenses incurred by the Consultant and/or its Subordinates in the performance of all required services for the Project. The expenses deemed included in such All Inclusive Hourly Rates are set forth in Exhibit B. The Consultant shall not be entitled to any increase in such rates for services performed during overtime hours.

TITLE	ALL INCLUSIVE HOURLY RATE		ESTIMATED QUANTITES		TOTAL AMOUNT IN FIGURES
Contract Executive*					
Licensed Surveyor	_____	X	100 hours	=	_____
Survey Project Manager	_____	X	100 hours	=	_____
Survey Party Chief	_____	X	200 hours	=	_____
Survey Instrument Operator	_____	X	200 hours	=	_____
Survey Technician/Researcher	_____	X	300 hours	=	_____
CADD/GIS Technician	_____	X	300 hours	=	_____

TOTAL AMOUNT (ALL HOURS x HOURLY RATES) = _____

TOTAL FEE PROPOSAL (including Hourly Rate): $_____

*The Consultant is not entitled to payment for the services of the Contract Executive. Compensation for the Contract Executive is deemed included in the method of payment directed in writing by the Commissioner in the Work Order (Unit Prices or Time Card Basis).

_____
Name of Firm (Full Business Name)

By:_____ _____
Signature of Partner or Corporate Officer Date

_____ _____
Print Name Title

ATTACHMENT 4

ACKNOWLEDGEMENT OF ADDENDA

TITLE OF THE REQUEST FOR PROPOSALS: SEK-SURV4, Requirements Contract for Topographical Surveying Services for Various Infrastructure Projects, Borough of Brooklyn	PIN: 8502012RQ0003P

Instructions: The proposer is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the proposer's acknowledgement of the receipt of Addenda to this Request for Proposals (RFP) which may have been issued by the Agency prior to the Proposal Due Date and Time

___Part I

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

Addendum # 1, dated _____
Addendum # 2, dated _____
Addendum # 3, dated _____
Addendum # 4, dated _____
Addendum # 5, dated _____
Addendum # 6, dated _____
Addendum # 7, dated _____
Addendum # 8, dated _____
Addendum # 9, dated _____
Addendum #10, dated _____

___Part II

No Addendum was received in connection with this RFP.

Proposer Name

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT 5

CONFIRMATION OF VENDEX COMPLIANCE

The Proposer shall submit this Confirmation of VENDEX Compliance.

Name of Proposer: _____

Proposer's Address: _____

Proposer's Telephone Number: _____

Proposer's Fax Number: _____

Date of proposal Submission: _____

Project ID: _____

VENDEX Compliance: To demonstrate compliance with VENDEX requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Questionnaires to MOCS**: By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted VENDEX Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to DDC**: By signing in the space provided below, the Proposer certifies that it has read the instructions in a "Vendor's Guide to VENDEX" and that such instructions do not require the Proposer to submit VENDEX Questionnaires. The Proposer has completed **TWO ORIGINALS** of the Certification of No Change.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

ATTACHMENT 6

M/WBE PROGRAM
SUBCONTRACTOR UTILIZATION PLAN

Subcontractor Utilization Plan:

The Subcontractor Utilization Plan for this Contract is set forth on the following pages of this RFP. The Subcontractor Utilization Plan (Part I) indicates whether participation goals have been established for this Contract. If participation goals have been established for this Contract, the proposer must submit a Subcontractor Utilization Plan (Part II) with its Technical Proposal in a sealed envelope clearly marked as "Subcontractor Utilization Plan".

Requirements Contracts:
As part of the Subcontractor Utilization Plan (Part II), the proposer is required to insert the "Total Bid/Proposal Value". If this RFP involves a Requirements Contract, the proposer shall insert the "Not to Exceed" amount of the contract in the space provided for the "Total Bid/Proposal Value". The "Not to Exceed" amount of the contract is set forth in Exhibit A of the attached Contract.

Waiver:

The proposer may seek a full or partial pre-award waiver of the Target Subcontracting Percentage in accordance with the Article of the Contract entitled "Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement "(See Part A, Section 10). The proposer's request for a waiver must be submitted at least seven (7) consecutive calendar days prior to the proposal due date. Waiver requests submitted after the deadline will not be considered. The form for requesting a waiver of the Target Subcontracting Percentage is set forth in the Subcontractor Utilization Plan (Part III).

Rejection of the Proposal:

The proposer must complete the Subcontractor Utilization Plan (Part II) set forth on the following pages. Subcontractor Utilization Plans which do not include the required affirmations (on Page 2) will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Subcontractor Utilization Plan, Part III). In the event that the City determines that the proposer has submitted a Subcontractor Utilization Plan where the required affirmations are completed but other aspects of the Plan are not complete, or contain a copy or computation error that is at odds with the affirmation, the proposer 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 completed plan to the Agency. Failure to do so will result in a determination that the Proposal is non-responsive. Receipt of notification is defined as the date notice is emailed or faxed (if the proposer has provided an email address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below.

The Contractor must comply with all applicable M/WBE requirements for this Contract.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The **"Target Subcontracting Percentage"** is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under $1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10

below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at poped@ddc.nyc.gov or via facsimile at (718) 391-1866. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under $1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under $1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under $1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under $1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, 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 COMPLETED PLAN TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE 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.

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under $1 million.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the

Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE or WBE in any

instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

Tax ID #: _____ PIN #: 8502012RQ0003P

THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency's Target

This page to be completed by contracting agency

Contract Overview

Pin #	8502012RQ0003P	**FMS Project ID#:**	SEK-SURV4
Project Title	Requirements Contract for Topographical Surveying Services for Various Infrastructure Projects, Borough of Brooklyn		
Contracting Agency	Department of Design and Construction		
Agency Address	30-30 Thomson Avenue	**City**	Long Island City
State	NY	**Zip Code**	11101
Contact Person	James Cerasoli	**Title**	Deputy Director
Telephone #	(718) 391-1549	**Email**	cerasoli@ddc.nyc.gov

Project Description *(attach additional pages if necessary)*

This project consists of providing professional surveying services for the Borough of Brooklyn.

(1) ✓ **Target Subcontracting Percentage**
Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under $1 million for construction and professional services. **2.5%**

Subcontractor Participation Goals*
Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction	Professional Services
Black American	0%	UNSPECIFIED
Hispanic American	0%	UNSPECIFIED
Asian American	0%	NO GOAL
Caucasian Female	NO GOAL	UNSPECIFIED
Total Participation Goals	(2) 0%	(3) 100%

* The Total Participation Goals for construction subcontracts may be met by using Black American, Hispanic American or Asian American firms or any combination of such firms.

Tax ID #: _____ PIN #: 8502012RQ0003P

SCHEDULE B – Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer ☐ AFFIRMS or ☐ DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

Bidder/proposer ☐ AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

☐ AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

☐ DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # _____ **FMS Vendor ID #** _____

Business Name _____ **Contact Person** _____

Address _____

Telephone # _____ **Email** _____

Section II: General Contract Information

1. **Define the industry in which work is to be performed.**

- **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance. This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.
- **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

a. Type of work on Prime Contract *(Check one):*

☐ **Construction** ☐ **Professional Services**

b. Type of work on Subcontract *(Check all that apply):*

☐ **Construction** ☐ **Professional Services** ☐ **Other**

2. **What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts?** _____ %
3. **Will you award subcontract(s) in amounts below $ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?** ☐ **Yes** ☐ **No**

Section III: Subcontractor Utilization Summary

IMPORTANT*: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).*

Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under $1M for construction and/or professional services	**Subcontracts under $1M (4)** (construction/professional services)		**Total Bid/Proposal Value**		**Calculated Target Subcontracting Percentage**
	$ _____	÷	$ _____	x 100 =	_____ %

- **Subcontracts under $1M (construction/professional services):** Enter the value you expect to award to subcontractors in dollars for amounts under $1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- **Total Bid/Proposal Value:** Provide the dollar amount of the bid/proposal.
- **Calculated Target Subcontracting Percentage:** The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under $1 million for construction and/or professional services. **This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1).**

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1).

Tax ID #: _____ PIN #: 8502012RQ0003P

Step 2:
Calculate value of subcontractor participation goals

		Subcontracts under $1M (construction/professional services)	
a.	Copy value from Step 1, line (4) – the total value of all expected subcontracts under $1M for construction and/or professional services	$	
b.	• From line a. above, allocate the dollar value of "Subcontracts under $1M" by Construction and Professional Services, • If all subcontracts under $1M are in one industry, enter '0' for the industry with no subcontracts. • Amounts listed on these lines should add up to the value from line a.	**Construction**	**Professional Services**
	Subcontracts under $1M by Industry	$	$
c.	• For Construction enter percentage from line (2) from Page 1. • For Professional Services enter percentage from line (3) from Page 1. • **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).**		
	Total Participation Goals	x %	x %
d.	**Value of Total Participation Goals**	$	$

Step 3:

✓ **Subcontracts in Amounts Under $1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by type of work, not by name of subcontractor

✓ **Subcontracts in Amounts Under $1 M Scope of Work – Professional Services**

Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by type of work, not by name of subcontractor

Section IV: Vendor Certification and Required Affirmations

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; 4) agree and affirm that it is a material term of this contract that the Vendor will award subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or If the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any , and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

Signature _____ **Date** _____

Print Name _____ **Title** _____

Tax ID #: _____ PIN #: 8502012RQ0003P

SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ **FMS Vendor ID #** _____

Business Name _____

Contact Name _____ **Telephone #** _____ **Email** _____

Type of Procurement ☐ Competitive Sealed Bids ☐ Other **Bid/Response Due Date** _____

PIN # (for this procurement)	Type of work on Prime Contract *(Check one):*	Type of work on Subcontract *(Check all that apply):*	
_____	☐ Construction ☐ Professional Services	☐ Construction ☐ Professional Services	☐ Other

SUBCONTRACTING *as described in bid/solicitation documents* ***(Copy this % figure from the solicitation)***

_____ % **of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below $1 million (each)**

ACTUAL SUBCONTRACTING *as anticipated by vendor seeking waiver*

_____ % **of the total contract value anticipated <u>in good faith</u> by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below $1 million (each)**

Basis for Waiver Request: *Check appropriate box & explain in detail below (attach additional pages if needed)*

☐ **Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.**

☐ **Vendor subcontracts *some* of this type of work but at *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.**

☐ **Other** _____

References

List 3 most recent contacts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. _____ **AGENCY** _____ **DATE COMPLETED** _____

CONTRACT NO. _____ **AGENCY** _____ **DATE COMPLETED** _____

CONTRACT NO. _____ **AGENCY** _____ **DATE COMPLETED** _____

List 3 most recent contracts/subcontracts performed for other agencies/entities

(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK _____ **AGENCY/ENTITY** _____ **DATE COMPLETED** _____

Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK _____ **AGENCY/ENTITY** _____ **DATE COMPLETED** _____

Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK _____ **AGENCY/ENTITY** _____ **DATE COMPLETED** _____

Manager at agency/entity that hired vendor (Name/Phone No.) _____

VENDOR CERTIFICATION: *I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.*

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____ **Date:** _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____ **Date:** _____

ATTACHMENT 7

DOING BUSINESS DATA FORM

DOING BUSINESS ACCOUNTABILITY PROJECT
QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM

What is the purpose of this *Data Form*?

To collect accurate, up-to-date identification information about entities that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), the recently passed campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of these entities and mandates the creation of a *Doing Business Database* to allow the City to enforce the law. The information requested in this *Data Form* must be provided, regardless of whether the entity or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this *Data Form*?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this *Data Form* is completed. Most transactions valued at more than $5,000 are considered business dealings and require completion of the *Data Form*. Exceptions include transactions awarded on an emergency basis or by publicly advertised, non-pre-qualified competitive sealed bid. Other types of transactions that are considered business dealings include real property and land use actions with the City.

What entities will be included in the *Doing Business Database*?

Entities that hold $100,000 or more in grants, contracts for goods or services, franchises or concessions ($500,000 or more for construction contracts), along with entities that hold any economic development agreements or pension fund investment contracts, are considered to be doing business with the City for the purposes of LL 34 and will be included in the *Doing Business Database*. Because all of the business that an entity does or proposes to do with the City will be added together, the *Data Form* must be completed for all covered transactions even if an entity does not currently do enough business with the City to be listed in the *Database*.

What individuals will be included in the *Doing Business Database*?

The principal officers, owners and certain senior managers of entities listed in the *Doing Business Database* are themselves considered to be doing business with the City and will also be included in the *Database*.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer (COO), or their functional equivalents. See the *Data Form* for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% of more of the entity. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed or the Data Form will be considered incomplete.

I provided some of this information on the VENDEX Questionnaire; do I have to provide it again?

Although the *Doing Business Data Form* and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the *Data Form* requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the Data Form be completed?

A joint venture that does not yet exist must submit Data Forms from each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.

Will the information on this *Data Form* be available to the public?

The names and titles of the officers, owners and senior managers reported on the *Data Form* will be made available to the public, as will information about the entity itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

No one in my organization plans to contribute to a candidate; do I have to fill out this *Data Form*?

Yes. All entities are required to return this *Data Form* with complete and accurate information, regardless of the history or intention of the entity or its officers, owners or senior managers to make campaign contributions. The *Doing Business Database* must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

I have already completed a *Doing Business Data Form*; do I have to submit another one?

Yes. An entity is required to submit a *Doing Business Data Form* each time it proposes on or enters a transaction considered business dealings with the City. However, the *Data Form* has both a No Change option, which only requires an entity to report its EIN and sign the last page, and a Change option, which allows an entity to only fill in applicable information that has changed since the previous completion of the *Data Form*. No entity should have to fill out the entire *Data Form* more than once.

How does a person remove him/herself from the *Doing Business Database*?

Any person who believes that s/he should not be listed may apply for removal from the *Database* by submitting a Request for Removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manger of the entity, or the entity no longer being in business. Entities may also update their database information by submitting an update form. Both of these forms are available online at www.nyc.gov/mocs (once there, click MOCS Programs) or by calling 212-788-8104.

How long will an entity and its officers, owners and senior managers remain listed on the *Doing Business Database*?

- **Contract, Concession and Economic Development Agreement holders**: generally for the term of the transaction, plus one year.
- **Franchise and Grant holders**: from the commencement or renewal of the transaction, plus one year.
- **Pension investment contracts**: from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
- **Line item and discretionary appropriations**: from the date of budget adoption until the end of the contract, plus one year.
- **Contract proposers**: for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
- **Franchise and Concession proposers**: for one year from the proposal submission date.

For information on other transaction types, contact the Doing Business Accountability Project.

What are the new campaign contribution limits for people doing business with the City?

Contributions to City Council candidates are limited to $250 per election cycle; $320 to Borough President candidates; and $400 to candidates for citywide office. Please contact the NYC Campaign Finance Board for more information at www.nyccfb.info, or 212-306-7100.

The *Data Form* is to be returned to the contracting agency.

If you have any questions about the *Data Form* please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.

The City of New York
Mayor's Office of Contract Services
Doing Business Accountability Project

Doing Business Data Form

To be completed by the City Agency prior to distribution

Agency: DDC **Transaction ID:** 85012P0011/8502012RQ0003P

Check One:	Transaction Type (check one):		
☒ Proposal	☐ Concession	☒ Contract	☐ Economic Development Agreement
☐ Award	☐ Franchise	☐ Grant	☐ Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City Agency that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

☐ Entity has never completed a Doing Business Data Form. *Fill out the entire form.*

☐ Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*

☐ No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: ☐ Yes ☐ No

Entity Type: ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type) ☐ Sole Proprietor ☐ Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

☐ This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

☐ This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

☐ This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

☐ The entity is not-for-profit ☐ There are no individual owners ☐ No individual owner holds 10% or more shares in the entity

☐ Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Printed on paper containing 30% post-consumer material

THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISION OF SAFETY & SITE SUPPORT

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK NEW YORK 11101

REQUIREMENTS CONTRACT FOR SURVEYING SERVICES FOR VARIOUS PROJECTS

BOROUGH:	**Brooklyn**
FMS NUMBER:	_____
REGISTRATION NUMBER:	_____
PIN NUMBER:	**8502012RQ0003P**
E-PIN:	_____
CONSULTANT:	_____
	_____
	_____
	Telephone: _____
	Facsimile: _____

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of New York (the "City") acting by and through the Commissioner of the Department of Design and Construction (the "Commissioner") and _____ (the "Consultant"), located at _____.

WITNESSETH:

WHEREAS, the City desires to have surveying services performed on a requirements basis for various projects, and

WHEREAS, the Consultant has been selected based upon and in consideration of its representation that it can perform the required services set forth herein in a timely and expeditious manner,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1 Definitions

1.1 "Agreement" shall mean the various documents that constitute the contract between the Consultant and the City, including (1) the Request for Proposals for the Contract ("RFP"); (2) the Proposal submitted by the Consultant, and (3) the Exhibits set forth below.

Exhibit A:	Contract Information
Exhibit B:	Unit Prices and All Inclusive Hourly Rates
Exhibit C:	Staffing Requirements: Titles and Minimum Requirements Per Title
Exhibit D:	Technical Requirements
Exhibit E:	M/WBE Subcontractor Utilization Plan
Exhibit F:	Appendix A: General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services

1.2 "Agency" shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

1.3 "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

1.4 "City" shall mean the City of New York.

1.5 "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

1.6 "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

1.7 "Commissioner's Representative" shall mean the Assistant Commissioner designated by the Commissioner or any successor or alternate representative designated by the Commissioner.

1.8 "Comptroller" shall mean the Comptroller of the City of New York, his/her successors, or duly authorized representatives.

1.9 "Consultant" or "Contractor" shall mean the entity entering into this Agreement with the Department.

1.10 "Contract" or "Contract Documents" shall mean the Agreement referred to in Paragraph 1.1 of this Article.

1.11 “Days” shall mean calendar days unless otherwise specifically noted to mean business days.

1.12 "Department" or "DDC" shall mean the Department of Design and Construction of the City of New York acting by and through the Commissioner thereof, or his/her duly authorized representative.

1.13 "Drawings" shall mean all graphic or written illustrations, descriptions, explanations, directions, requirements and standards of performance applied to the construction work.

1.14 "Government Entity" shall mean the United States, the State and City of New York, and any and every agency, department, court, commission, or other instrumentality or political subdivision of government of any kind whatsoever, now existing or hereafter created.

1.15 “Law” or “Laws” shall mean the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

1.16 "Mayor" shall mean the Mayor of the City of New York, his/her successors or duly authorized representatives.

1.17 "Modification" shall mean any written amendment of this Agreement signed by both the Department and the Consultant.

1.18 “Procurement Policy Board” or “PPB” shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

1.19 “PPB Rules” shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 et seq.

1.20 “Project” shall mean the Project for which surveying services are required, as specified by the Commissioner on a Work Order basis.

1.21 "Safety Standards" shall mean all laws, union rules and trade or industry custom or codes of any kind whatsoever, in effect from the date of this Agreement through Final Acceptance of the construction work, pertaining to worker safety and accident prevention applicable to the Project and/or the construction work (including, but not limited to, rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970, as amended from time to time).

1.22 "Shop Drawing" shall mean any and all drawings, diagrams, layouts, explanations, illustrations, manufacturer's drawings or other written or graphic materials which illustrate any portion of the construction work.

1.23 "Site(s)" shall mean the area(s) upon or in which the construction work for the Project is carried on, and such other areas adjacent thereto as may be designated by the Commissioner.

1.24 "Specifications" shall mean all of the directions, requirements and standards of performance applied to the construction work.

1.25 “State” shall mean the State of New York.

1.26 "Subconsultant" or “Subcontractor” shall mean any person, firm, or corporation, other than employees of the Consultant, who or which contracts with the Consultant or his subconsultants to furnish, or actually furnishes services, labor, or labor and materials, or labor and equipment hereunder. All Subconsultants and/or subcontractors are subject to the prior written approval of the Commissioner.

1.27 “Work Order” or “Work Order Letter” shall mean an order issued pursuant to this Contract to the Consultant by DDC with a "not to exceed" amount and a specified scope of work to be completed within a definite time period.

ARTICLE 2 General Provisions

2.1 General Provisions governing the Contract, including insurance coverage the Consultant and its subconsultants and/or subcontractors (if any) are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.

ARTICLE 3 Agreement to Serve

3.1 The City hereby retains the Consultant to perform the services hereinafter described, on the terms and conditions set forth herein, and the Consultant agrees to so serve. The Consultant agrees to provide, to the satisfaction of the Commissioner, the services set forth in this Contract for various Projects, as specified by the Commissioner on a Work Order basis. The Consultant hereby certifies that it has the necessary experience, expertise, staff and resources to fulfill its obligations under this Contract competently and efficiently.

ARTICLE 4 Work Order Process

4.1 General: The Consultant shall provide, to the satisfaction of the Commissioner, surveying services for various projects, in accordance with the Work Order process set forth below. The Consultant's services shall be provided with respect to the Project(s) specified in the Work Order. The Consultant shall not perform services hereunder until the Commissioner has issued a Work Order as set forth below.

4.2 Method of Payment: The method of payment for the Consultant's services shall be as specified by the Commissioner in the Work Order. Such method of payment shall be either: (1) based on Unit Prices, or (2) on a time card basis. Such payment methods are set forth in Article 7.

4.3 Issuance of Work Orders: Throughout the term of the Contract, as the need arises for services, the Commissioner shall issue a Work Order to the Consultant. Each Work Order issued hereunder shall specify the items set forth below. If the method of payment is on a time card basis, the Commissioner shall, prior to issuing a Work Order, review the Consultant's proposed Staffing Plan for the required services.

4.3.1 Project(s) for which services are required
4.3.2 Services to be performed by the Consultant
4.3.3 Method of payment for the performance of services
4.3.4 Documents provided by the Commissioner
4.3.5 Time frame for completion of the required services
4.3.6 Overall Not to Exceed amount for the services to be performed. Such overall Not to Exceed amount shall be broken down into various amounts and/or allowances, depending on the required services and the method of payment specified in the Work Order. Such amounts and/or allowances may include the following: (1) Allowance for Unit Price Items, (2) Allowance for Time Card Services, and (3) Allowance for Reimbursable Services.

4.4 Maximum Price for Services: The overall Not to Exceed amount set forth in the Work Order (less the amount of any Allowance for Reimbursable Services) shall constitute the maximum price to be paid to the Consultant for providing the services specified therein. The Consultant shall not be entitled to payment in excess of the amount set forth in the Work Order, unless the Commissioner, in his sole and absolute discretion, determines that exceptional circumstances exist which were not foreseeable by the parties and which were not attributable to any fault on the part of the Consultant.

4.5 Supplementary Work Orders: In the event of any changes to the Work Order, the Commissioner shall issue a Supplementary Work Order to the Consultant. The Consultant shall be bound by the terms and conditions of any such Supplementary Work Order issued by the Commissioner. Notwithstanding the specific amounts allocated for allowances, as set forth in Work Orders issued hereunder, the Commissioner may, by issuance of a Supplementary Work Order to the Consultant, reallocate such specific allowance amounts.

4.6 Conflicts: In the event of any conflict between a Work Order issued hereunder and any provision of this Contract,

the Contract shall take precedence; except that with respect to the scope of services to be performed, the provisions of the Work Order shall take precedence over the Contract.

4.7 No Right to Reject a Work Order: The Consultant shall have no right to reject or decline to perform any Work Order issued under the Contract. Accordingly, any rejection of a Work Order by the Consultant, either expressly made or implied by conduct, shall constitute a material breach of this Contract.

4.8 Work by Others: In the event there is a need for services, the Commissioner reserves the right not to issue a Work Order to the Consultant and to have the services performed by another Consultant(s), or by City employees, if the Commissioner, in his sole opinion, determines that the Consultant may be unable to satisfactorily provide the required services in a timely fashion.

ARTICLE 5 The Consultant's Personnel

5.1 Provision of Personnel: The Consultant agrees, throughout the term of the Contract, to provide all personnel necessary and required for performance of surveying services for various projects in accordance with Work Orders issued by the Commissioner. The Consultant shall provide such personnel through its own employees, unless otherwise approved by the Commissioner. The Consultant agrees that its employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

5.2 Key Personnel: The names of individuals identified as Key Personnel by the Consultant in its Proposal for the Contract, as well as their titles and qualifications, are set forth in Exhibit A. The Consultant specifically agrees to assign to the Project for its entire duration the individuals identified in Exhibit A as Key Personnel, unless otherwise approved by the Commissioner. Failure by the Consultant to provide such individual(s) identified in Exhibit A as Key Personnel shall be grounds for termination for cause.

5.2.1 Replacement of Key Personnel: No substitution for an individual identified in Exhibit A as Key Personnel shall be permitted unless approved in advance in writing by the Commissioner. Such approval will only be granted in the case of extenuating circumstances. Any proposed replacement for an individual identified as Key Personnel must possess qualifications substantially similar to those of the individual being replaced. In addition, at the Commissioner's request at any time, the Consultant shall remove any Key Personnel or other personnel and substitute another employee of the Consultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, in his sole discretion.

5.3 Staffing Requirements: Staffing requirements for personnel for the performance of services hereunder have been established by the Commissioner and are set forth in Exhibit C. Such staffing requirements specify the titles of personnel which the Consultant will be required to provide through its own employees. .

5.3.1 Minimum Requirements Per Title: Personnel provided by the Consultant must satisfy the minimum requirements for the title in question set forth in Exhibit C. The Consultant shall provide resumes or other documentation acceptable to the Commissioner to demonstrate that personnel provided hereunder comply with the minimum requirements per title. In exceptional circumstances, the Commissioner, in his/her sole and absolute discretion, may modify the minimum requirements per title.

5.4 Staffing Plan: For Work Orders where the method of payment is on a time card basis, a Staffing Plan must be established and approved by the Commissioner prior to commencement of the Consultant's services.

5.4.1 Contents: The Staffing Plan shall include the items set forth below. Such Staffing Plan shall include only those titles and personnel necessary for the provision of the required services.

(a) Key Personnel: Required titles and specific individual for each title, identified in Exhibit A
(b) Other Personnel: Required titles and specific individual for each title
(c) All Inclusive Hourly Rate for each specified individual, excluding any Contract Executive(s). The individual's All Inclusive Hourly Rate shall be the rate set forth in Exhibit B for the title for which the Commissioner determines the individual meets the qualification requirements.
(d) Total estimated hours and amount for each title

(e) Total estimated amount for all required titles of personnel

5.4.2 Payment Limitations: Limitations on payment for time card services are set forth in Article 7.

5.4.3 Proposed Staffing Plan: Within five (5) business days of a written request from the Commissioner, the Consultant shall submit a proposed Staffing Plan for the Project. Such proposed Staffing Plan shall include the items set forth above. With respect to each proposed individual, the Consultant shall provide: (1) the individual's resume and any other information detailing his/her number of years of experience, as well as technical and professional qualifications, and (2) the title for which the individual meets the qualification requirements, as set forth in Exhibit C.

5.4.4 Review and Approval of Staffing Plan: The Commissioner shall review the Consultant's proposed Staffing Plan and shall direct revisions to the same if necessary prior to final approval thereof. As part of such review, the Commissioner shall determine: (1) whether each proposed individual meets the qualification requirements for the applicable title, and (2) whether the All Inclusive Hourly Rate for each proposed individual is in accordance with the rate for the title for which the individual meets the qualification requirements. The Consultant shall revise the proposed Staffing Plan as directed, until such plan is approved in writing by the Commissioner.

5.4.5 Replacement of Personnel: No substitutions for approved personnel shall be permitted unless approved by the Commissioner. Any proposed replacement for approved personnel must possess qualifications substantially similar to those of the personnel being replaced and are subject to the prior written approval of the Commissioner. In addition, at the Commissioner's request at any time, the Consultant shall remove any personnel and substitute another employee of the Consultant or Subconsultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, in his/her sole discretion.

5.4.6 Revisions to Staffing Plan: The Commissioner may, at any time, direct revisions to the Staffing Plan, including without limitation, increasing or decreasing the specified personnel, based upon the scope of required services. The Consultant shall increase or decrease the specified personnel, as directed by the Commissioner.

5.5 Subconsultants: Subcontracting is only permitted as set forth in Exhibit A. If Exhibit A permits the Consultant to subcontract certain services, the provision set forth below shall apply. If not, the provisions set forth below shall have no application.

5.5.1 Subconsultants Identified in Proposal: The Consultant shall engage such Subconsultants as may be necessary for the performance of all required services for the Project. The Consultant specifically agrees to engage the Subconsultants set forth in Exhibit A. Such Subconsultants were identified by the Consultant in its Proposal for the Contract. Failure by the Consultant to provide such Subconsultants shall be grounds for termination for cause. The Consultant shall be responsible for the performance of services by all its Subconsultants, including maintenance of schedules, correlation of their work and resolution of all differences between them.

5.5.2 Approval: Provisions regarding subcontracting, including the requirements for approval, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.

5.5.3 Replacement Subconsultants: No substitution for any Subconsultant shall be permitted unless approved in advance in writing by the Commissioner. Such approval will only be granted in the case of extenuating circumstances. Any proposed replacement Subconsultant must possess qualifications and experience substantially similar to those of the Subconsultant being replaced. In addition, at the Commissioner's request at any time, the Consultant shall remove any Subconsultant and substitute another Subconsultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, if, in his sole opinion, he determines that any Subconsultant may be unable to satisfactorily provide the required services in a timely fashion.

5.5.4 Payment: Expenses incurred by the Consultant in connection with furnishing Subconsultants for the performance of required services hereunder are deemed included in the payments by the City to the Consultant, as set forth in Article 7. The Consultant shall pay its Subconsultants the full amount due them from their proportionate share of the requisition, as paid by the City. The Consultant shall make such payment not later than seven (7) calendar days after receipt of payment by the City.

ARTICLE 6 - Scope of Services

6.1 General: The Consultant shall provide, to the satisfaction of the Commissioner, all surveying services necessary and required, as specified in Work Orders issued hereunder. The Consultant shall provide the surveying services described below. Such services shall be provided in accordance with all laws, rules, regulations, and requirements applicable to the work.

6.1.1 Surveying services set forth in the Technical Requirements, Exhibit D.

6.1.2 Consulting services with respect to surveys and survey related issues.

6.2 Deliverables: The Consultant shall comply with all requirements for Deliverables, as set forth in the Technical Requirements, Exhibit D.

6.3 Location of Services: The Consultant's services shall be provided in the Borough indicated in Exhibit A. The Commissioner reserves the right to assign the Consultant projects in any of the five Boroughs.

6.4 Consultant's Own Employees: The Consultant agrees to provide all required personnel for the performance of surveying services hereunder through its own employees, unless otherwise approved by the Commissioner.

6.5 Reimbursable Services: The Consultant may be directed by the Commissioner to provide Reimbursable Services for the Project. If so directed, the Consultant shall provide such Reimbursable Services through entities approved by the Commissioner. Payment for Reimbursable Services shall be in accordance with the terms and conditions set forth in Article 7. No Reimbursable Services shall be provided by the Consultant, or reimbursed hereunder, unless expressly authorized in a written directive from the Commissioner. For Reimbursable Services in excess of $150, such written authorization must be provided in advance of the expenditure.

6.5.1 The Consultant shall utilize the method of procurement directed by the Commissioner. If so directed, the Consultant shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds $5,000.

6.5.2 The Consultant shall utilize the form of payment directed by the Commissioner. Payment for Reimbursable Services shall be in accordance with one of the following methods: (a) lump sum; (b) unit price, or (c) actual cost; except for long distance travel, as set forth in Article 7.

6.5.3 Reimbursable Services shall be such services determined by the Commissioner to be necessary for the Project, and may include, without limitation, the services set forth below.

(a) Reproduction of Survey Documents and/or CD/DVD in excess of the number required for Preliminary and Final Submissions, as set forth in the Technical Requirements

(b) Long Distance Travel. In the event the Consultant is directed in advance in writing by the Commissioner to provide services which require long distance travel, the Consultant shall be reimbursed for expenses incurred in connection with such long distance travel. Long distance travel shall mean travel which is in excess of 75 miles from whichever of the following is closer to the destination: (1) Columbus Circle, or (2) the Consultant's home office. Consultants that are not located in New York City or its vicinity shall not be entitled to reimbursement for transportation expenses.

(c) Purchase of equipment other than that described in Article 6.6. The Consultant shall make delivery to a location determined by the Department.

(d) Any other service determined by the Commissioner to be necessary for the project.

6.5.4 In the event the Consultant is directed, as a Reimbursable Service, to purchase any items and/or equipment, such items and/or equipment shall, unless otherwise directed by the Commissioner, be the sole property of the City upon delivery to the designated location. The Consultant shall prepare and maintain an accurate inventory of all items and/or equipment which it is directed to purchase pursuant to the Allowance for Reimbursable Services. Such inventory shall be provided to the City upon request. Upon completion of the required work, as directed by the Commissioner, the Consultant shall turn such items and/or equipment over to the City.

6.6 Non-Reimbursable Services: Throughout the Contract and regardless of whether specified in any Work Order issued hereunder, the Consultant shall be responsible for providing the non-reimbursable services set forth below. All costs for such services are deemed included in payments to the Consultant (Unit Prices or All Inclusive Hourly Rates).

6.6.1 Overnight Mail Service: If requested by the Commissioner, the Consultant shall provide overnight mail service (i.e., pick-up and delivery) for Project documents.

6.6.2 Transportation: The Consultant shall provide transportation for all personnel performing services, including without limitation: (1) expenses for ordinary transportation (i.e., other than long distance travel, as set forth in this Article 6.5), (2) expenses for time spent by personnel commuting or traveling, and (3) expenses for parking and tolls.

6.6.3 Reproduction: The Consultant shall provide reproduction of Survey Documents and/or CD/DVD in accordance with the number required for Preliminary and Final Submissions, as set forth in the Technical Requirements

6.6.4 Communications Equipment and Service: The Consultant shall provide communications equipment and service, including without limitation cellular telephones, for all personnel assigned to the Project. The telephone numbers of all personnel assigned to the Project shall be submitted to the Commissioner.

6.6.5 Surveying Equipment: The Consultant shall provide all items and equipment required for the performance of surveying services and the preparation of all required Survey Documents for the unit price items, as set forth in the Technical Requirements, including computer equipment, computer hardware, peripherals, software, surveying equipment, measurement equipment, vehicles, aerial photography, boats for soundings, etc.

6.7 Ownership of Documents: As set forth in the General Provisions (Appendix A), any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

During the term of this Contract and at any time within the retention period set forth in the General Provisions, the Consultant shall, upon demand, promptly deliver such material, records or documents to the Commissioner, or make such records available to the Commissioner or his/her authorized representative for review and reproduction at such place as may be designated by the Commissioner. Thereafter, the City may utilize such material, records or documents in whole or in part or in modified form and in such manner or for such purposes or as many times as it may deem advisable without employment of or additional compensation to the Consultant. Should such documents prepared under this Contract be re-used by the City for other than the Project originally created, it is understood that the Consultant bears no responsibility whatsoever for such re-use except in those instances where he is re-employed for re-use of the documents.

ARTICLE 7 Payment Terms and Conditions

7.1 General

7.1.1 Total Payments: Total payments for all services performed and all expenses incurred pursuant to this Contract shall not exceed the amount set forth in Exhibit A; provided, however, such amount may be increased in the event the term of the Contract is renewed.

7.1.2 Guaranteed Minimum: In the event the Consultant is not issued any Work Orders hereunder and the Consultant has, throughout the term of the Contract, submitted reasonable Proposals for specific Projects, the City agrees to pay, and the Consultant agrees to accept, a minimum fee of $5,000.00. The Consultant further agrees that under such circumstances, it has no action for damages or for loss of profits against the City.

7.1.3 Method of Payment: The method of payment for the performance of services by the Consultant shall be as specified by the Commissioner in the Work Order. Such method of payment shall be either: (1) based on Unit Prices, or (2) based on time card.

7.1.4 Contract Executive: The Consultant shall not be entitled to payment for the services of the Contract

Executive. Compensation for the Contract Executive is deemed included in the method of payment directed in writing by the Commissioner in the Work Order (Unit Prices or Time Card).

7.1.5 Conditions of Payment: The conditions of payment are set forth below.

(a) Acceptance by Commissioner: Payment for surveying services shall be made to the Consultant after delivery of the Final Survey Documents and written acceptance thereof by the Commissioner. The Consultant shall not be entitled to payment for Survey Documents which have not been accepted in writing by the Commissioner.

(b) Payment Contingent Upon Satisfactory Performance: All payments are contingent upon the Consultant's satisfactory performance of the required services. The Commissioner is authorized to make deductions for any services performed hereunder, which he/she determines to be unsatisfactory.

(c) Non-Payment for Corrections: The Consultant shall not be entitled to payment for any required corrections to the Survey Documents. The Consultant shall be responsible for correcting any Survey Documents that do not comply with the requirements of this Contract. Such corrections shall be made in a timely manner. This obligation to correct the Survey Documents includes corrections discovered by the City after written acceptance of the Survey Documents and payment for the same. The Consultant shall be responsible for all costs in connections with any required corrections to the Survey Documents, including the cost of furnishing and delivering new CD's, prints and mylars. The obligation to correct the Survey Documents shall not apply to cases where project conditions have changed after completion of the Survey Documents by the Consultant.

7.1.6 Executory Only: This Agreement shall be deemed executory only to the extent of the moneys appropriated and available for the purpose of the Agreement and no liability or account thereof shall be incurred beyond the amount of such moneys. It is therefore understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

7.2 Work Orders: Work Orders shall specify an overall Not to Exceed amount for the services to be performed.

7.2.1 Not to Exceed Amount: The overall Not to Exceed Amount shall be broken down into various amounts and/or allowances, depending on the required services and the method of payment specified in the Work Order. Such amounts and/or allowances may include the following: (1) Allowance for Unit Price Items, (2) Allowance for Time Card Services, and, if applicable, (3) Allowance for Reimbursable Services.

7.2.2 Maximum Price for Services: The overall Not to Exceed amount set forth in the Work Order (less the amount of any Allowance for Reimbursable Services) shall constitute the maximum price to be paid to the Consultant for providing the services specified therein. The Consultant shall not be entitled to payment in excess of the amount set forth in the Work Order, unless the Commissioner, in his sole and absolute discretion, determines that exceptional circumstances exist which were not foreseeable by the parties and which were not attributable to any fault on the part of the Consultant.

7.2.3 Allowance Amounts: In the event the allowance amounts set forth in the Work Order are not sufficient, as determined by the Commissioner, to cover the cost of required services for which allowance amounts are specified, the Commissioner will increase the amounts of such allowances. Notwithstanding the specific amounts allocated for allowances, as set forth in Work Orders issued hereunder, the Commissioner may, by issuance of a "Supplementary Work Order" to the Consultant, reallocate such specific allowance amounts.

7.3 Payment for Services Based on Unit Prices

7.3.1 Application: In the event the Commissioner directs that the method of payment for the performance of services by the Consultant shall be based on Unit Prices, the provisions set forth below shall apply. In such case, the Work Order shall specify an Allowance for Unit Price Items.

7.3.2 Unit Items: Unit items for surveying services to be provided by the Consultant are set forth in the Technical Requirements, Exhibit D. Each unit item includes the performance of all required surveying services and the

preparation of all required Survey Documents for the item, as set forth in the Technical Requirements.

7.3.3 Unit Prices: Unit prices for surveying services to be provided by the Consultant are set forth in Exhibit B. Each unit price shall be deemed to include the expenses set forth below.

(a) All expenses incurred by the Consultant in the performance of all required surveying services and the preparation of all required Survey Documents for the item, as set forth in the Technical Requirements.
(b) All expenses incurred by the Consultant providing all traffic control and safety measures necessary and required for the performance of surveying services.
(c) All expenses related to management, oversight and quality control procedures, including, without limitation any time spent by principals performing such duties.
(d) All expenses incurred by the Consultant in making all required corrections to the Survey Documents to obtain the Commissioner's written acceptance.
(e) All expenses in connection with providing non-reimbursable services, as set forth in Article 6.6.
(f) All expenses related to overhead, including required insurance coverage.
(g) Any anticipated profit.

7.3.4 Increases in Unit Prices: The Unit Prices set forth in Exhibit B shall apply to the two year base term of the Contract. The Unit Prices shall be subject to increases at the beginning of each of the following periods: the renewal term, the extended term and each additional year the Contract remains in effect in accordance with Article 8.2. Any increase in the Unit Prices shall be subject to the limitations set forth below.

(a) Any increase in the Unit Prices shall be based on the Employment Cost Index for Professional, Scientific and Technical Services, published by the U.S. Dept. of Labor, Bureau of Labor Statistics (the "Index"), as determined by the Engineering Audit Office ("EAO").
(b) Any increase in the Unit Prices shall be based on whatever increase may have occurred in the Index for the **PRIOR YEAR ONLY,** as determined by EAO. If, for the prior year, the Index showed an increase, the Unit Prices shall be increased. If, for the prior year, the Index declined or showed no increase, the Unit Prices shall remain unchanged.
(c) Any increase in the Unit Prices shall be applied on a prospective basis only and shall have no impact on rates paid to date.
(d) Any increase in the Unit Prices shall only apply to the portion of the work which the Consultant has not yet performed, as determined by the Commissioner. Any increase in the Unit Prices shall not apply to any work performed by the Consultant during the base term of the Contract, even if payment for the same is made during the renewal or extended term.

7.3.5 Requisitions: For payment for services based on Unit Prices, the Consultant shall submit the documentation set forth in Article 7.6.

7.4 Payment for Services on a Time Card Basis

7.4.1 Application: In the event the Commissioner directs that the method of payment for the performance of services by the Consultant shall be on a time card basis, the provisions set forth below shall apply. In such case, the Work Order shall specify an Allowance for Time Card Services. The Consultant shall be entitled to payment for personnel who have been assigned to the Project and are identified in the Staffing Plan approved by the Commissioner. The Consultant shall not be entitled to payment for the services of: (1) any Contract Executive(s), (2) any personnel not assigned to the Project and not included in the approved Staffing Plan, or (3) any principal(s), unless such principal meets the criteria set forth below.

7.4.2 Information from Staffing Plan: If the Work Order specifies that payment shall be on a time card basis, a Staffing Plan must be established and approved by the Commissioner prior to commencement of the Consultant's services. Such Staffing Plan must specify the specific individuals for the performance of services and an All Inclusive Hourly Rate for each specified individual. The specific individuals set forth in the Staffing Plan shall be considered Assigned Employees for the purpose of payment hereunder.

7.4.3 All Inclusive Hourly Rates: An All Inclusive Hourly Rate for each Assigned Employee is set forth in the Staffing Plan. Such All Inclusive Hourly Rate shall be the rate set forth in Exhibit B for the title for which the Commissioner determines the Assigned Employee meets the qualification requirements. Such All Inclusive Hourly Rate shall apply to all hours during which an Assigned Employee performs services for the Project, including non-regular business hours. No increase in such rate shall be provided for services performed during non-regular business hours. Such All Inclusive Hourly Rates shall be deemed to include all expenses included in Unit Prices, as set forth in Article 7.3.3.

7.4.4 Amount of Payment: For any week during which an Assigned Employee performs services, payment to the Consultant for such employee's services for that week shall be calculated as follows: Multiply the amount set forth in subparagraph (a) by the number set forth in subparagraph (b).

(a) Assigned Employee's All Inclusive Hourly Rate. The All Inclusive Hourly Rate for an Assigned Employee shall be the rate set forth in Exhibit B for the title for which the Commissioner determines the employee meets the qualification requirements.

(b) Total number of hours set forth on time sheets completed by the Assigned Employee for the week(s) in question during which the Assigned Employee actually performed services hereunder. This total number of hours shall **NOT** include the following: (1) any hours the Assigned Employee spent commuting and/or traveling; (2) any non-billable hours, as defined below; (3) any hours during which the Assigned Employee performed services for any other project, (4) any hours the Assigned Employee spent performing services for the Project for which the Consultant is not entitled to compensation, and (5) any hours other than regular business hours, unless otherwise authorized in advance, in writing by the Commissioner.

(c) Non-billable hours shall be defined as any hours set forth on time sheets completed by the Assigned Employee which have been allocated to any category or function other than services performed hereunder. Non-billable hours shall include without limitation: (1) compensated absence time, including without limitation vacation time, sick time, personal time and holidays; (2) performance of administrative tasks, or (3) any other time keeping category consistent with standard accounting practices.

7.4.5 No Payment for Principals: The Consultant shall not be entitled to payment for a principal's time performing oversight or management duties. This prohibition on payment for a principal's time shall not apply if the following criteria are met: (1) such principal is qualified to perform services in accordance with one of the titles set forth in Exhibit C, and (2) such principal is included in the approved Staffing Plan for such title.

7.4.6 Non-Regular Business Hours: The Commissioner may authorize the Consultant in advance in writing to have an Assigned Employee(s) perform services during non-regular business hours. Non-regular business hours shall be defined as any hours in excess of eight (8) hours per day, Monday through Friday (i.e., evenings, weekends and holidays). Payment for services performed during non-regular business hours shall be in accordance with the All Inclusive Hourly Rates set forth in Exhibit B. The Consultant shall not be entitled to any increase in such rates for services performed during non-regular business hours.

7.4.7 Increases in All Inclusive Hourly Rates: The All Inclusive Hourly Rates set forth in Exhibit B shall apply to the two year base term of the Contract. The All Inclusive Hourly Rates shall be subject to increases at the beginning of each of the following periods: the renewal term, the extended term and each additional year the Contract remains in effect in accordance with Article 8.2. Any increase in the All Inclusive Hourly Rates shall be subject to the limitations set forth below.

(a) Any increase in the All Inclusive Hourly Rates shall be based on the Employment Cost Index for Professional, Scientific and Technical Services, published by the U.S. Dept. of Labor, Bureau of Labor Statistics (the "Index"), as determined by the Engineering Audit Office ("EAO") .

(b) Any increase in the All Inclusive Hourly Rates shall be based on whatever increase may have occurred in the Index for the **PRIOR YEAR ONLY**, as determined by EAO. If, for the prior year, the Index showed an increase, the All Inclusive Hourly Rates shall be increased. If, for the prior year, the Index declined or showed no increase, the All Inclusive Hourly Rates shall remain unchanged.

(c) Any increase in the All Inclusive Hourly Rates shall be applied on a prospective basis only and shall have no impact on rates paid to date.

(d) Any increase in the All Inclusive Hourly Rates shall only apply to the portion of the work which the

Consultant has not yet performed, as determined by the Commissioner. Any increase in the All Inclusive Hourly Rates shall not apply to any work performed by the Consultant during the base term of the Contract, even if payment for the same is made during the renewal or extended term.

7.4.8 Decreases: The names of individuals identified as Key Personnel by the Consultant in its Proposal for the Contract, as well as their titles and qualifications, are set forth in Exhibit A. Exhibit B lists the All Inclusive Hourly Rates applicable to titles of Key Personnel. Such All Inclusive Hourly Rates were negotiated based on the qualifications and salary rates of the individuals identified in Exhibit A. In the event the Consultant fails to provide any individual listed in Exhibit A, the Commissioner may decrease the All Inclusive Hourly Rate for such individual's title to an amount based on the qualifications and salary rate of the individual approved as a replacement.

7.4.9 Requisitions: For payment for Time Card Services, the Consultant shall submit the documentation set forth in Article 7.6.

7.5 Payment for Reimbursable Services: In the event the Commissioner directs the Consultant to provide Reimbursable Services, the provisions set forth below shall apply. In such case, the Work Order shall specify an Allowance for Reimbursable Services. In providing Reimbursable Services, the Consultant shall comply with all terms and conditions set forth in Article 6, including utilization of the method of procurement and form of payment directed by the Commissioner. If so directed, the Consultant shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds $5,000.

7.5.1 Payment: Payment for Reimbursable Services (except for long distance travel) shall be as set forth below.

(a) If payment is on a lump sum basis, payment shall be based upon the percentage of completion.

(b) If payment is on a unit price basis, payment shall be based upon the number of completed units.

(c) If payment is based on actual cost, payment shall be the actual and reasonable cost, as indicated by receipted bills or any other data required by the Commissioner.

7.5.2 Long Distance Travel: Payment for long distance travel, as set forth in Article 6, shall be in accordance with the normal travel allowances of the City of New York for its own employees as provided in Comptroller's "Directive #6, Travel, Meals, Lodging and Miscellaneous Agency Expenses."

7.5.3 Mark Up: The Consultant shall be entitled to a mark-up of 5% for overhead and profit on payments for Reimbursable Services hereunder; provided, however, the Consultant shall **NOT** be entitled to any mark-up with respect to long distance travel expenses.

7.5.4 Requisitions: For payment for Reimbursable Services, the Consultant shall submit the documentation set forth in this Article 7.

7.6 Requisitions for Payment: Requisitions for payment may be submitted as the work progresses, but not more often than once a month. Requisitions shall be in the authorized form and shall set forth the services performed by the Consultant and the total amount of payment requested. The total amount of payment requested shall be broken down into various categories, depending on the required services and the method of payment specified in the Work Order. Such payment categories may include the following: (1) Services based on Unit Prices; (2) Time Card Services, and (3) Reimbursable Services. The Consultant shall submit one original and three (3) copies of each requisition for payment.

7.6.1 Requisitions for payment shall be accompanied by the documentation set forth below.

(a) Project Progress Report: The Consultant shall submit a statement indicating the percentage of completion of all required services for the Project.

(b) Services Based on a Unit Prices: For any period for which the Consultant is requesting payment for services based on unit prices, the Consultant shall submit the documentation set forth below.

(1) For each Work Order for which payment is requested:

(a) For each type of completed unit item for the Work Order, a statement setting forth: (i) a description of the unit item, (ii) the total number of completed units of the item, (iii) the applicable unit price for the item, and (iv) the total amount for all completed units of the item.
(b) For all completed unit items for the Work Order, the total amount of payment requested, and
(c) Copy of the Commissioner's written acceptance of the Final Submission for the Work Order for which payment is requested.

(2) Total amount for all Work Orders for which payment is requested.

(c) Time Card Services: For any period for which the Consultant is requesting payment for services on a time card basis, the Consultant shall submit the documentation set forth below:

(1) Assigned Employee's name and title
(2) Commissioner approval of the Assigned Employee, either approved Staffing Plan or documentation approving the Assigned Employee as a replacement
(3) All Inclusive Hourly Rate applicable to the Assigned Employee. The All Inclusive Hourly Rate for an Assigned Employee shall be the rate set forth in Exhibit B for the title for which the Commissioner determines the employee meets the qualification requirements.
(4) Number of hours per day during which the Assigned Employee actually performed services for the Project.
(5) Detailed time sheets completed by the Assigned Employee for the week(s) in question. Such detailed time sheets shall reflect all hours of service by the Assigned Employee, including without limitation: (1) actual hours during which the employee performed services for the Project, (2) actual hours during which the employee performed services for other projects, (3) non-billable hours, as defined above, (4) actual hours, if any, during which the Assigned Employee performed services for the Project for which the Consultant is not entitled to compensation, and (5) any non-regular business hours.
(6) Commissioner authorization for services during non-regular business hours, if applicable

(c) Payment for Reimbursable Services: For any period for which the Consultant is requesting payment for Reimbursable Services, the Consultant shall submit the documentation set forth below:

(1) Description of the Reimbursable Service the Consultant was directed to provide.
(2) If payment is on a lump sum basis, a report on the progress of the work, indicating the percentage of completion of all required services.
(3) If payment is on a unit price basis, a report indicating the number of completed units.
(4) If payment is based on actual cost, receipted bills or any other data required by the Commissioner.

7.6.3 Voucher: Following the receipt of a satisfactory requisition for payment, the Commissioner will approve a voucher in the amount certified for partial payment, less any and all deductions authorized to be made by the Commissioner under any terms of this Agreement or by law. This voucher will thereupon by filed with the Comptroller, with a copy available to the Consultant if requested.

ARTICLE 8 Time Provisions

8.1 Term of Contract: The Contract shall commence on the date of registration by the Comptroller and shall remain in effect for the period set forth in Exhibit A. At the Commissioner's sole option, the term of this contract may be renewed for the period and for the increased amount set forth in Exhibit A. In addition, the Commissioner may, for good and sufficient cause, extend the term of this Contract for a cumulative period not to exceed one year from the date of expiration.

8.2 Continuation of the Contract: In the event (1) services are required for a Project, (2) a Work Order for the Project

is issued by the Commissioner during the term of the Contract, including the last day thereof, and (3) the time frame for completion of the Project extends beyond the term of the Contract, the Contract shall remain in effect for purposes of such Work Order through the time frame for completion of the Project, as set forth in the Work Order or any Supplementary Work Order required to complete the Project. For the purpose of this provision, the term of the Contract shall mean whichever of the following is the latest and actual final period of the Contract: (1) the term of the Contract, (2) the renewal term of the Contract, or (3) the extended term of the Contract.

ARTICLE 9 Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "Subcontractor Utilization Plan"), and are detailed below. The Contractor must comply with all applicable M/WBE requirements for this Contract. Schedule B of the Contract ("Subcontractor Utilization Plan") is included in the Request for Proposals.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A: PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. The Target Subcontracting Percentage applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)). The "Target Subcontracting Percentage" is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under $1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at poped@ddc.nyc.gov or via facsimile at (718) 391-1885. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)). The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under $1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under $1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under $1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under $1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRCTING PERCENTAGE IS GRANTED (SCHEDULE B PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, 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 COMPLETED PLAN TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS EMAILED OR FAXED (IF THE VENDOR HAS PROVIDED AN EMAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under $1 million.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II

below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;
(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;
(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

13. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) making a finding that the Contractor is in default of the Contract;
(d) terminating the Contract;
(e) declaring the Contractor to be in breach of Contract;
(f) withholding payment or reimbursement;
(g) determining not to renew the Contract;
(h) assessing actual and consequential damages;
(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting

the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, the day and year first above written, one copy to remain with the Commissioner, one copy to be filed with the Comptroller of the City of New York and one copy to be delivered to the Consultant.

THE CITY OF NEW YORK

By: _____
Deputy Commissioner

CONSULTANT:

By: _____

Print Name: _____

Title: _____

EIN: _____

Approved as to Form and Certified
as to Legal Authority

_____
Acting Corporation Counsel

Date: _____

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this ____ day of _____, _____ before me personally came _____, who being by me duly sworn, did depose and say that he/she resides in the City of _____, that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of _____ County of _____ ss:

On this ____ day of _____, _____ before me personally came _____, to me known and known to me to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

_____

Notary Public or Commissioner of Deeds

EXHIBIT A: CONTRACT INFORMATION

- Type of Services: Comprehensive Survey Services for various projects, as specified by the Commissioner on a Work Order basis for the Boroughs indicated below.

- Maximum Amount of Contract: Not to Exceed $1,500,000

- Contract Number / Boroughs: Division of Infrastructure

  - _____ Contract #1: Borough of the Bronx*
  - _____ Contract #2: Borough of Brooklyn*
  - _____ Contract #3: Borough of Manhattan*
  - _____ Contract #4: Borough of Staten Island*
  - _____ Contract #5: Borough of Queens*

  * The Commissioner reserves the right to issue Work Orders to the Consultant for required services for other boroughs.

- Key Personnel: The individuals listed below were identified by the Consultant in its Proposal for the Contract.

Name	Title	Qualifications
_____	Contract Executive	_____ Years of experience: _____
_____	Licensed Surveyor	N.Y.S. Licensed Surveyor Years of experience: _____
_____	Survey Project Manager	_____ Years of experience: _____

- Contract Time Frame:

  - Contract Term: 730 consecutive calendar days ("ccds")
  - Renewal of Contract Term: Duration: 365 consecutive calendar days
Increase: up to $750,000.00
  - Extension of Contract Term: 365 consecutive calendar days

- Insurance Requirements: General Provisions governing the Contract are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A. Such article specifies insurance coverage the Consultant is required to provide, as well as insurance coverage its subconsultants and/or subcontractors (if any), are required to provide.

  - Professional Liability Insurance: The Consultant is providing professional services pursuant to this Contract. The Consultant shall be required to provide Professional Liability Insurance, as set forth in Appendix A, Section 7.03, Paragraph A.

- Subcontracts: The Contractor is not permitted to enter into any subcontract(s) for surveying services, unless authorized in advance in writing by the Commissioner. Subcontracting is only permitted for non-surveying services, i.e., for Reimbursable Services, as set forth in Article 6. Provisions regarding subcontracting, including the requirements for approval, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.

EXHIBIT B

UNIT PRICES AND ALL INCLUSIVE HOURLY RATES

FEE PROPOSAL: The Consultant's Fee Proposal is set forth on the following pages. Such Fee Proposal includes Unit Prices and All Inclusive Hourly Rates. The method of payment for the performance of services (unit prices or time card) shall be specified by the Commissioner in the Work Order.

UNIT PRICES FOR SURVEYING SERVICES: Unit prices apply if the Method of Payment for the Work Order is based on Unit Prices.

ALL INCLUSIVE HOURLY RATES: All Inclusive Hourly Rates apply if the Method of Payment for the Work Order is on a time card basis. All Inclusive Hourly Rates **DO NOT APPLY** if the Method of Payment for the Work Order is based on Unit Prices. The Consultant shall not be entitled to any increase in such rates for services performed during non-regular business hours.

CONTRACT EXECUTIVE: The Consultant is not entitled to payment for the services of the Contract Executive. Compensation for the Contract Executive is deemed included in the method of payment directed in writing by the Commissioner in the Work Order (Unit Prices or Time Card).

STAFFING PLAN REQUIREMENTS: If the method of payment for the performance of services is on a time card basis, the Consultant must submit a staffing plan within five (5) business days of a written request from the Commissioner. Requirements for the submission of the Staffing Plan are set forth in Article 5.

INCREASE IN UNIT PRICES AND ALL INCLUSIVE HOURLY RATES: The Unit Prices and All Inclusive Hourly Rates set forth in this Exhibit B shall be subject to increases as set forth in Article 7.

EXHIBIT C

STAFFING REQUIREMENTS

TITLES OF PERSONNEL AND MINIMUM REQUIREMENTS PER TITLE

(A) **TITLES**: Staffing requirements are set forth on the following page. Such staffing requirements specify the titles of personnel which the Consultant will be required to provide through its own employees.

(B) **MINIMUM REQUIREMENTS PER TITLE**

Key Personnel: The names of individuals identified as Key Personnel, as well as their titles and qualifications, are set forth in Exhibit A. For any title of Key Personnel, the minimum requirements per title shall be the **GREATER** of the following: (1) the qualifications for the title in question, as set forth in Exhibit A, or (2) the minimum requirements per title set forth on the following page.

Other Personnel: For all other titles of personnel, the minimum requirements per title are set forth on the following page.

MINIMUM REQUIREMENTS PER TITLE			
TITLE	**YEARS OF EXPERIENCE AND EDUCATION**	**LICENSE/ CERTIFICATION**	**SPECIFIC EXPERIENCE**
Contract Executive	10 years of experience	Principal or Officer of Company, **and** NYS Licensed Professional	Project Management, Land Surveying Services
Licensed Land Surveyor	2 years of experience in Land Surveying in addition to compliance with the requirements to obtain a Land Surveyor License, as specified by the NYS Dept. of Education	NYS Licensed Surveyor	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
Survey Project Manager	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
CADD Supervisor	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices, Strong Knowledge of CADD and Surveying Software Packages
Survey Party Chief	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
Survey Instrument Operator	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying Practices in the 5 Boroughs of the City of New York
Survey Technician/ Researcher	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	N/A	Knowledge of Surveying, Record Plan Research, and use of AutoCAD Software
CADD/GIS Technician	• 2 years of experience and BS in Civil Engineering with an emphasis on Land Surveying; **or** • 4 years of experience and AS in Civil Engineering or Land Surveying; **or** • 6 years of experience and a High School Diploma or Educational Equivalent	NA	Strong knowledge of latest releases of AutoCAD, Land Development Desktop, Carlson Civil/Survey or other Surveying Software

EXHIBIT D

THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

DIVISION OF SAFETY & SITE SUPPORT

TECHNICAL REQUIREMENTS

FOR SURVEYING SERVICES

FOR THE DIVISION OF INFRASTRUCTURE

TECHNICAL REQUIREMENTS FOR SURVEYING SERVICES

TABLE OF CONTENTS

PROJECT SUMMARY `

SECTION 1 - SCOPE OF WORK IN GENERAL

1.01 Information to be furnished by DDC to Consultant
1.02 Survey Requirements – General
1.03 Survey Requirements – Software
1.04 Minimum Requirement for Surveying Services
1.04.1 Requirements for Undeveloped Areas
1.04.2 Survey Documents for Undeveloped Areas
1.04.3 Quality Assurance Protocol
1.04.4 Survey Accuracy
1.04.5 Recommended Survey Equipment
1.04.6 Submission of Data with 3D Intelligence
1.05 Minimum Requirements For Survey Documents Using Photogrammetry
1.06 Review of Records prior to preparation of Survey Documents
1.07 Information to be obtained and shown on the Survey Documents
1.08 Safety Requirements and Permits
1.09 Survey Documents – General Requirements
1.09.1 Formats and Standards
1.09.2 Backup Material for Survey Documents
1.10 Survey Assignment and Schedules
1.10.1 Work Order Commence Date and Delivery Dates
1.10.2 Progress Reports
1.10.3 Mobilization of Personnel
1.10.4 Liquidating Damages
1.11 Submission and Acceptance of Survey Documents
1.12 Cooperation with Engineers and Project Managers
1.13 Drafting Only Assignments
1.13.1 Price to Cover Drafting Assignments`

SECTION 2 - UNIT PRICE ITEM NO. 1

2.01 Preparation of Topographical and Property Line Maps
2.02 Survey Requirements and Information to be Obtained and Shown on the Maps
2.03 Submission of Survey Documents
2.04 Completion Schedule – Time Frame
2.05 Measurement for Payment

SECTION 3 - UNIT PRICE ITEM NO. 2

NOT APPLICABLE

SECTION 4 - UNIT PRICE ITEM NO.3

4.01 Preparation of Topographical and Utility Maps of Street Intersections/Locations for Catch Basin and/or Seepage Basin
4.02 Survey Requirements-Specific Information to be Obtained and Shown on the Maps
4.03 Submission of Survey Documents
4.04 Completion Schedule – Time Frame
4.05 Measurement for Payment

SECTION 5 - UNIT PRICE ITEM NO. 4

5.01	Preparation of Topographical and Utility Maps and Profile Drawings for Sewer and Water Main Projects
5.02	Survey Requirements and Information to be Obtained and Shown in the Topographical Map(s) and Utility Map(s)
5.03	Information to be Obtained and Shown on the Profile Drawings
5.04	Survey Control Map(s)
5.05	Drawing and Sheet Arrangements
5.06	Submission of Survey Documents
5.07	Completion Schedule – Time Frame
5.08	Measurement for Payment

SECTION 6 – UNIT PRICE ITEM NO. 5

6.01	Preparation of Survey Documents for Highway, Sewer, and Water Main Projects
6.02	Survey Requirements and Information to be Obtained and Shown in the Maps
6.03	Deliverables and Their Requirements
6.03.1	Clean Base Map
6.03.2	Topographical Map
6.03.3	Composite Utility Plan and Profile Map
6.03.4	Highway Profile Drawings
6.03.5	Survey Control Map
6.04	Submission of Survey Documents
6.05	Completion Schedule – Time Frames
6.06	Measurement for Payment

SECTION 7 – UNIT PRICE ITEM NO. 6

7.01	Preparation of Topographical Maps and Profile Drawings from Hydrographic Soundings by Consultant for Projects with Coastal and/or Underwater Areas.
7.02	Hydrographic Soundings Requirements
7.03	Submission of Survey Documents
7.04	Completion Schedule – Time Frames
7.05	Measurement For Payment

SECTION 8 – UNIT PRICE ITEMS NOS. 7 to 11

8.01	Projects in Borough Other than Awarded Borough
8.02	Payment

SECTION 9 – UNIT PRICE ITEMS NO. 12

9.01	Installation of Survey Markers
9.02	Concrete Survey Markers and Related Materials
9.03	Marker Installation
9.04	Payment

SUMMARY

The Consultant shall provide all surveying services necessary and required for the preparation of Survey Documents. Survey Documents to be provided by the Consultant hereunder shall include the items set forth below. In providing surveying services hereunder the Consultant shall comply with all terms and conditions set forth in these Technical Requirements. The projects for which surveying services are required shall be specified by the Commissioner on a Work Order basis.

Unit Price Item No.	Survey Documents (Deliverables)
(1)	Preparation of Topographical and Property Line Maps
(2)	~~Preparation of Damage and Acquisition Maps~~ - ***NOT APPLICABLE***
(3)	Preparation of Topographical and Utility Maps of Street Intersections/Locations for Catch Basins and/or Seepage Basins.
(4)	Preparation of Topographical and Utility Maps and Profile Drawings for Sewer and Water Main Projects. (a) Key Map (b) Composite Utility Plan and Profile Maps (c) Survey Control Maps
(5)	Preparation of Survey Documents for Highway, Sewer and Water Main Projects. (a) Key Map (b) Survey Control Maps (c) Topographical Maps (d) Clean Base Maps (e) Highway Profile Drawings (f) Composite Utility Plan and Profile Maps
(6)	For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of: (a) Topographical Maps, and (b) Profile Drawings
(7 to 11)	Projects in Borough other than the Awarded Borough
(12)	Installation of Survey Markers

Under certain circumstances surveying work may be ordered on a time card basis as directed by the Commissioner through specific work orders.

All the prepared Survey Documents shall be reconciled to information on record, including that at the respective Offices of the Borough Presidents. Survey Documents prepared hereunder shall provide the Architect /Engineer with accurate surveying information within the confines of the boundaries and in conformity with its topographical features. The accuracy of the Consultant's Survey Documents is essential for the proper design of future facilities or infrastructure projects, or for the acquisition of real property.

The Consultant's services shall be provided for Projects located in the Borough set forth in Exhibit A; provided, however, the Commissioner reserves the right to issue Work Orders to the Consultant for required services for Projects in other Boroughs.

SECTION 1 SCOPE OF WORK IN GENERAL

1.01 INFORMATION TO BE FURNISHED BY DDC TO THE CONSULTANT

A sketch and/or written description of the proposed limits of the Capital Project showing the area in which the surveying services are to be done will be supplied to the Consultant by DDC via work order. At the outset of the contract, Standard Legend and Symbols will be supplied, together with sample drawings, for use as a guide to the Consultant in the preparation of the required Survey Documents.

1.02 REQUIREMENTS - GENERAL

A. The surveying services to be provided by the Consultant shall include all field and office work, including drafting necessary and required for the preparation of Survey Documents according to the requirements set forth in these Technical Requirements.

B. In preparing the Survey Documents, the Consultant shall comply with: (1) the basic minimum requirements set forth herein, and (2) such other requirements as may be necessary and proper for the complete fulfillment of this contract for the purpose for which it is intended.

C. The Consultant shall furnish all labor, equipment, materials, transportation, supervision, and insurance necessary to perform all required surveying services.

D. All Survey Documents shall be in the English System (U.S. Survey Foot). Metric system may be required for highway projects as directed by work order.

E. All bench marks must be accompanied by a sketch and accurate description so as to be easily recoverable. All bench-run turning points shall be accurately described.

F. The Datum Plane shall be “as in use” by the appropriate Borough President’s Office or as otherwise directed by the work order. The relationship of this Datum to the Mean Sea Level Datum, as referenced by the U.S. Coast Geodetic Survey, shall be noted. Should the site occur in two boroughs, the datum used should be in the borough in which the construction plans are to be filed or as otherwise directed by the Work Order.

G. Aerial Photogrammetry may be utilized as a base map for the preparation of Survey Documents as outlined in section 1.04. However, the Consultant will be required to conduct a detailed ground Topographical and Utility Survey by using standard electronic/ manual methods to produce utility/composite plans as per the Specific Requirements.

1.03 REQUIREMENTS - SOFTWARE

A. Upon contract award, the selected Consultant will be required to purchase the latest version of the Carlson Civil Suite from Carlson Software or an authorized vendor. Carlson Civil Suite is a proprietary software package primarily marketed towards the surveying community and is currently implemented by the Bureau of Site Engineering and the Infrastructure Design Division of the City of New York Department of Design and Construction. The current purchase price for a one user license of the Carlson Civil Suite is approximately $3500.00. The out-of-pocket expense for the purchase and implementation of the software is NOT a reimbursable expense. The Consultant may propose alternate software that is equivalent in all respects to Carlson Civil Suite; however, such software is subject to approval by DDC prior to an award of contract.

B. All electronic design files submitted to the NYCDDC during the Preliminary and Final submissions MUST be in the Carlson File Format to ensure a seamless transition of data between Consultant and Client Agency. The files required to be submitted are: Field Coordinate Data (.crd), Existing Surface Data (.tin), Profile Data (.pro), Centerline Data (.cl), and Alignment Data (.aln).

C. The submission of the electronic data may vary based on the type of survey requested by the Client Agency. The type of survey will be described in the work order letter.

1.04.1 MINIMUM REQUIREMENTS FOR SURVEYING SERVICES

A. **Vertical Control**

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

B. **Horizontal Control**

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

The baseline shall include a minimum of one permanent survey marks at the beginning, ending and angle points including one point at each street intersection. All marks shall be permanent, such as, cuts in concrete, monuments as required in undeveloped areas (Section 1.03.1(B)), pre-existing borough monuments, masonry nails, re-bar or pipes with survey cap in grass area etc. All permanent marks (baseline/traverse control) shall be identified by ties witnessed to three permanent structures in three separate quadrants, and measured to the nearest one tenth of a foot (0.1'). The allowable minimum error (precision of closure) in the base line/traverse closure after angular adjustment shall be 1 in 20,000. Measurement methods other than electronic Total Station, such as using GPS equipment, is allowable, but must be pre-approved in writing by the ***Chief of the Topographical Section or designee*** BEFORE work commences.

1.04.1 REQUIREMENTS FOR UNDEVELOPED AREAS

In undeveloped areas such as park areas, all topographic information shall be obtained within the width of the Right of Way (R.O.W.) as shown on the Final City Map of the proposed project. If no Final City Map exists, information shall be shown within a width of 50 feet on each side of the Centerline of the proposed project. Where the work is in an undeveloped area, the survey work shall include the establishment of a baseline and benchmarks according to the following requirements:

A. The survey control points shall be established with concrete monuments at beginning, ending and angle points and shall not be spaced more than 700 feet apart. Survey control points or monuments are to be established by making cut marks on fixed object (curbs, sidewalks, etc.) where possible. Where fixed objects are unavailable, concrete monuments are to be set as described in (B) below. The allowable minimum error (precision of closure) in the baseline/traverse after angular adjustment shall be 1 in 20,000.

B. Concrete Monuments - shall be of concrete, 4"x4", 4 feet in depth, flush with natural ground. Monuments shall be located so that they shall not be disturbed during construction of the Capital Project. A copper plug shall be set in the top of the concrete cylinder portion of the monument as approved by the Commissioner.

C. Horizontal and Vertical Control specifications must be met as described in section 1.03 and 1.04.

D. Sufficient fixed witness points shall be set for each base line monument or survey control point far enough away so that construction operations will not disturb them.

E. Cross-sections stationed along the centerline baseline shall be taken at 50 feet stationing, centerline of intersecting streets, R.O.W. lines at each intersection, curb line(s) at each intersection, all breaks in grade. Stationing elevations shall be taken at the building line(s), fence lines, encroachment lines, top and bottom of curbs or edge of pavement (including malls), ¼ points of all roadways widths (over 100 feet wide right of ways), center line of street, back edges of ribbon sidewalks, possession lines, and adopted widening lines(s) where applicable.

1.04.2 SURVEY DOCUMENTS FOR UNDEVELOPED AREAS

A. Where the work is in an undeveloped area, the Survey Documents shall include a separate sheet showing the base line. The sheet shall show the base line with all cuts and witnesses for each base line monument or survey control point. If necessary, enlarged details shall be drawn to show the witnesses. Borough President Monuments shall be shown with their coordinates. Distances between cuts, base line angle and coordinates of points on the base line shall be included. The sheet shall give descriptions of the benchmarks and their elevations with respect to the appropriate borough datum plane.

B. The sheet shall be at 1”=30’ scale, on 28”x40” size drawing, properly titled with a reference to the proper datum plane, scale and date included.

1.04.3 QUALITY ASSURANCE PROTOCOL

For all services provided hereunder, the Consultant shall adhere to its Quality Assurance Protocol (QAP). The Consultant’s QAP is subject to review and approval by the Commissioner. The Consultant shall submit its QAP at the Contract Kick-off Meeting. The QAP shall establish the Consultant’s Quality Assurance (QA) policy, management structure and procedures for document control and monitoring. The QAP shall ensure the health and safety of their personnel while performing field operations in confined and non-environmental compliant spaces. The QAP ***MUST*** be submitted by the Consultant for review by the Health and Safety Officer of the NYCDDC within fifteen days (15) of contract commencement.

A. The Consultant’s QAP shall establish document control and routine monitoring procedures that address the following:

(1) Field Surveying Procedures
(2) Survey Instruments/Equipment
(3) Chain-of-custody process
(4) Survey Instruments/equipment testing, inspection and maintenance requirements
(5) Instrument calibration and frequency
(6) Data review, verification, and validation
(7) Corrective action process

B. <u>Project Work Documentation</u>: The Consultant must maintain and provide to the Commissioner upon project completion, documents and records associated with the services provided. Such documents shall include, without limitation, the following:

(1) Field notebooks or field data sheets
(2) Field equipment calibration / maintenance logs
(3) Chain-of-custody records
(4) Field Standard Operating Procedures (SOP’s)
(5) Instrument printouts
(6) Corrective action documentation

1.04.4 SURVEY ACCURACY

A. Any elevation supplied should refer to the local Borough Datum, unless otherwise instructed by DDC.

B. Any elevation or dimension taken by standard methods can be accurate to the nearest one hundredth (0.01) of a foot.

C. Any location using a Global Positioning System (GPS) shall have a "post processed" accuracy horizontally of five (5) parts per million or less. These points shall be located using a Leica Total Station 1200 TPS™ or equivalent.

1.04.5 RECOMMENDED SURVEY EQUIPMENT

A. The list set forth below is the recommended type of survey equipment to be utilized when performing the field operation portion of the survey:

(1) Leica TPS 1100 Instrument or equivalent
(2) Leica Digital Level or Auto Level or equivalent
(3) Juniper Systems Allegro CX Data Collector or equivalent
(4) Survey Grade 50' and 100' Steel Tape
(5) Survey Rods and Prisms

1.04.6 SUBMISSION OF DATA WITH 3D INTELLIGENCE

In order to ensure that the electronic CADD files submitted are deemed usable by the DDC Infrastructure Design Group(s) and/of a Design Consultant, the files must contain 3D Intelligence for all major drawing elements so that a 3D surface model can be created.

A. All curb lines (top & bottom), concrete curb median (top & bottom), edge of pavement lines, edge sidewalk lines, and centerline of mapped right-of-way shall be as 3D polylines or breaklines.

B. All standard DDC Symbols utilized in the creation of the working drawing shall be inserted at the field located elevation and remain an intelligent block attribute.

C. All major grade changes depicted within the drawing file shall be 3D polylines or breaklines. Examples of major grades changes are as follows: sloping embankments, constructed walls, building steps and entrances, overhead structures, bridge abutments, drainage swales, etc.

D. All 3D polylines or breaklines created within the electronic CADD file must be of a continuous line segment with constant and accurate elevations present for each vertex.

E. All Utility and Highway Profiles must be submitted in the Carlson Format and retain the 3D Intelligence during the initial creation to allow for the manipulation of the entities shown in the profile(s) during the design phase for the project area.

1.05 MINIMUM REQUIREMENTS FOR SURVEY DOCUMENTS USING PHOTOGRAMMETRY

If aerial survey methods are to be used, they must meet or exceed ASPRS Class 1 map accuracy standards for 1"=30' mapping (American Society for Photogrammetry and Remote Sensing).

When using aerial photography for the survey, consultant must supply DDC with the electronic photo used for the project in either color and/or black and white photo. If digital photo, it can be delivered in a translatable file JPEG, BMP etc. In addition the Consultant must deliver the electronic file of the planimetric information which was based on the photo (translatable to AutoCAD format).

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

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

B. **Horizontal Control**

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

1.06 REVIEW OF RECORDS PRIOR TO PREPARATION OF SURVEY DOCUMENTS

A. The Consultant shall research all available records public and/or private to obtain information within the project limits.

B. The Consultant shall reconcile discrepancies in the location and identification of subsurface elements between the topographic survey and the utility records.

C. The Consultant shall keep all field notes and office computations in a neat and orderly manner, and clearly indexed. These field notes and computations shall be open for inspection and checking during the course of the work and shall be available for review thereafter. The Consultant shall, at all times, cooperate with the DDC Project Manager for checking of field work as may be necessary.

D. The Consultant is required to keep copies of all submitted Survey Documents as per the contract.

1.07 INFORMATION TO BE OBTAINED AND SHOWN ON THE SURVEY DOCUMENTS

The Survey Documents shall locate all physical features within the limits of the project including, but not limited to, the following information:

A. Streets, Pavements and Curbs

1. Established width and legal grade of streets and easements. The established width shall be based on the lines as shown on the Final City Maps for each respective borough's Topographical Bureau Final Map, or if the street has been revised, shall be based on the lines as shown on the Alteration Map for the same section of roadway.
2. Location and actual widths of streets, edge of pavement, roadways, sidewalks and grass areas.

3. Block dimensions. If dimension can not be obtained from the Final City Map, block dimensions can be obtained from other sources such as Tax maps, private surveys etc.
4. Block interior corner angles.
5. Location, condition and type of material of curbs, drop curbs, driveways, sidewalks, headers, edges of pavement bus stops pads and changes in types of pavements.
6. All curb types must be depicted using a dashed line and accurately annotated. Change in curb type must be separated using a distinctive marking and properly labeled for entire curb segment.
7. Elevations of the street surface (to nearest hundredth of a foot) at Fifty (50) foot intervals (Twenty-five (25) foot intervals for intersection/location surveys) including P.C. 's, Midpoint, P.T's, and/ or change in grade, six (6) inches or greater, taken at the center line of road, top and bottom of curbs, edge of pavement, back of walk, (and/or R.O.W. line).
8. Indicate, by a note, UNDERPASS or OVERPASS, where a street continues through an underpass or an overpass.
9. Show existing traffic flow with arrow symbol provided.
10. All pavement markings must be located and accurately depicted on survey plans. Pavement markings shall consist of, but not limited to, the striping for crosswalks, lane assignments, designated turning lanes, stop bars, directional arrows, etc. Pavement marking shall be placed on an individual layer named, S-Road-Pvmt-Mark, and be set to the layer off or frozen mode during printing.

B. Buildings, Walls, Overhead Structures

1. Location and size of fronts of existing buildings abutting the street, identified by house number, type of building (frame, brick, etc.), use (such as school, gas station, commercial, residential etc.), and number of stories, together with elevation shown at entranceway or first floor, garage entrance. Indicate elevation of basement or cellar, if requested. Provide elevations at all accessible building corners.
2. Lot and block numbers.
3. Location and identification of all abutting tax lots by Lot and Block Numbers (including those encroaching into the mapped right-of-way).
4. Location of all street encroachments including but not limited to hedges, fences (including height, type of material), steps, stoops, cellar doors, grating and vaults.
5. Location, elevation, width, and type of retaining walls.
6. Location and elevations giving clearance of the undersides of overpasses, ramps and bridges and all columns and abutments for all grade separating structures.

C. Surface drainage structures and sewers

1. Location of all surface drainage elements including, but not limited to swales/ditches, brooks/creeks, streams/channels, watercourses, retention area, headwalls, swamp areas, and other drainage structures or appurtenances.
2. Locations of all types of sewers, manholes, catch basins, inlets and their connections to the sewers. Also, location of the nearest connected sewer manhole (which may fall outside of the project limits). In situations where utility line is 24" or greater, the line will be shown as "to scale double lines".
3. Elevations of catch basin and manhole rims. Inverts of existing sewer manholes and their direction of flow. Size and type of sewers, size of manhole covers, location of forced mains, pumping stations, if any. Provide inverts of all pipes in each manhole.

D. Underground Utilities, Subsurface Structures

1. Location, identification and size of all utility manholes, vaults, transformer chambers, valve boxes and gratings.
2. Location of water mains, electrical conduits, gas mains, telephone conduits, fire alarm systems, steam lines, and fuel oil lines, cable TV lines and telecommunications lines shown on the records, including inactive/abandoned facilities.
3. In plan view show the location and size of subways and tunnels, subway entrances, emergency exits, stairs, ventilation gratings, fan chambers, and any other Transit Authority structure. Provide MTA "as-built" structural details of subsurface structures. Keep written log report of all MTA reels inspected in research of "as-built" documents.
4. Plan view of subsurface roadway tunnels.

D. Surface Features and Overhead Utilities

Location of all physical topographical features, including but not limited to, hydrants, bollard, light, telephone and electric poles, including guys, fire alarm boxes, mail boxes, traffic stanchions location, and clearance of wire crossing over roadways. Provide "as-built" MTA drawings and structural details of overhead MTA structures.

F. Trees and other Surface Conditions

1. Location and caliper of trees. The diameter shall be measured in 2" increments at a location of breast height above the base of the tree. Provide a spot elevation at the base of trees larger than 5" caliper.
2. Location of rock outcrops, ditches, brooks creeks, streams, swamp areas, wooded areas, etc.

G. Shore Lines and Soundings

1. Location and description of existing shorelines, bulkhead and pierhead lines, structures, outcroppings, easements, grants and grant easements shall be shown.
2. See Section 7 of these Technical Requirements for soundings and shoreline requirements.
3. Provide the mean high and low water elevations for approval and show the corresponding locations with elevations.

H. Wetlands

Locate and show all existing tidal and/or fresh water wetlands and their adjacent areas (set-backs) mapped and delineated by the New York State Department of Environmental Conservation, the US Corps of Engineers or any other governmental agency having jurisdiction.

1.08 SAFETY REQUIREMENTS AND PERMITS

Since the Consultant shall be performing surveying services in streets that are open to traffic, the Consultant shall take actions necessary and required to protect the public, as well as its employees and agents. Such actions shall include without limitation, safety measures, traffic control, and compliance with all applicable laws, rules and regulations. In the event the Consultant is directed to provide surveying services in areas with heavy traffic, the Consultant shall provide traffic control personnel, as directed by the Commissioner. If the Consultant is so directed, it shall obtain and shall receive upon request, all necessary permits required by the New York City Department of Transportation or Department of Environmental Protection to open, use and conduct operations in roadways and/or inspection of sewers.

1.09 SURVEY DOCUMENTS – GENERAL REQUIREMENTS

1.09.1 FORMATS AND STANDARDS

A. Survey Documents shall be submitted as requested in the following formats (1) mylar, (2) paper prints, (3) Tyvek prints, and (4) CD ROM disk with a square plastic case containing the electronic file in a minimum of AutoCAD 2009, "DWG" format. The number of required copies of each format for the various types of Survey Documents required hereunder are set forth in these Technical Requirements.

1. Mylars: Mylars are plotted maps, in ink or reproducible drafting film (mylar, 4 mil) with original signature and seal of a New York State Licensed Land Surveyor.

2. Tyvek Prints: Tyvek prints are copies of Maps on durable Tyvek material or equivalent (as directed) with original signature and seal of a New York State Licensed Land Surveyor.

B. The DDC Topographical Section may specify any other format prior to start of each work order and the Consultant shall submit the required Survey Documents in the approved format, at no additional cost to the City.

C. All Survey Documents shall conform to the DDC's Topographical Section standards, which include object naming conventions, special line style, symbology, character styles, layering conventions, file names and

drawings codes. Sample drawings will be provided for use as a guide to the consultant in the preparation of the required drawings. The DDC Topographical Section will provide Samples on linestyles, character styles, symbology, object names and allowable layers.

D. All Survey Documents shall be clearly labeled and a listing should be provided along with the media to verify contents of that media.

E. All individual locations shall show the north meridian pointing upward to the top of the survey document and placed to the right margin.

F. All Survey Documents shall be plotted on a CADD system and the computerized drawings shall be submitted in a minimum of AutoCAD 2009, "DWG" format. In addition, ***ALL*** Infrastructure based surveys ***MUST*** be submitted in the Carlson 2010 file format; see Sections 1.03, 4.03, 5.06, 6.05 and 7.03 of this document for further explanation of required deliverable file types. Drawings shall be layered in accordance with current Department's standards. Use of "x-refs", "model space" and "page space" are to be in accordance with DDC's surveying drawing standards. The naming and indexing of electronic files on CD's shall be according to DDC's surveying drawing standards.

G. Where the Consultant employs electronic surveying methods he shall provide a description of computer programs employed, the equipment used in connection with the survey, the CADD drawings and survey data files, and the survey computations – all in a format and medium to be pre-approved by the DDC Commissioner.

1.09.2 BACK UP MATERIAL FOR SURVEY DOCUMENTS

The following Backup Material for the Survey Documents shall be delivered to the DDC Topographical Section Project Manager with the Preliminary Submission:

A. All raw data files, computations, paper copies of electronic files, field files and data, source/reference material supporting the survey and all photo copies of original field notes – shall be in paper form and permanently bound, sharp, clear, crisp, clean and "fixed", dated, suitably indexed and in a format as approved by the DDC Topographical Section. Requirements for submission of material in an electronic file are set forth in Section D below.

B. All copies of notes and all utility drawings, plans and plates, including but not limited to the following:

1. All As-Built Sewer Information, including Chamber Details and sewer index maps.

2. All utility plates (electric, telephone, gas and fire, cable, etc.).

3. All As-Built and details information from the NYC Transit Authority (including Conrail, Amtrak, Metro-North and LIRR), including electric ducts and structures as available from Transit Authority within 25' beyond the project limits. Provide a written log of all MTA reels inspected.

4. All water main information and records, including schematic distribution plans [DDM (detailed distribution maps), tap cards, and field cards from DEP].

5. Final Section Maps are available from Borough President's Topographical Section.

6. All information from NY State DOT Highways (as-built drawings etc.).

7. Tax maps, Alteration maps, monument worksheets, Final Sections Maps, etc.

All of the above shall be submitted in a folder file system as approved by the Commissioner. All backup sheets shall be ***whole sheets with title block and date***, or if only a partial drawing, the sheet shall be clearly labeled with drawing title, number, date and the utility identified.

NOTE: If the Consultant fails to provide all the required backup as-built documents (drawings, plans and plates) and such backup as-built documents are determined to be available by DDC's own investigation, the Consultant's project submission will be deemed incomplete and the liquidated damages provisions set forth in SECTION 1.09.4 will be invoked by the Commissioner until such time when all the required backup documents are provided by the Consultant.

C. When using aerial photography for the survey services, the Consultant must supply DDC with the actual photo of the color and/or black and white photo. If digital photo, it can be delivered in a translatable file JPEG, BMP, etc.

D. Electronic File of Backup Material. An electronic file of the following Back up material shall be delivered to the DDC Topographical Section Project Manager with the Preliminary Submission:

1. All raw data files, computations, field files & data supporting the survey shall be submitted on CD or DVD.

2. When using aerial photography for surveying services, the Consultant must deliver the electronic file of the planimetric information which was based on the photo (translatable to AutoCAD Format).

3. All backup materials, including those described in paragraph B above, shall be scanned and submitted on a CD or DVD Rom.

1.10 SURVEY ASSIGNMENTS AND SCHEDULES

The Commissioner shall issue Work Orders for surveying services to the Consultant by e-mail. Originals of the Work Orders will be delivered by hand or by mail. Separate Work Orders will be issued for each project. The Work Order process is set forth in Article 4 of the Contract.

1.10.1 WORK ORDER COMMENCE DATE AND DELIVERY DATES

A. Within fifteen (15) calendar days of the date of the e-mail transmitting the Work Order, the Consultant shall deliver to the Commissioner a proposed schedule including the Commencement Date and the Delivery Date for Final Survey Documents. Such schedule is subject to written approval by the Commissioner.
B. The Consultant's proposed schedule shall conform to the time frames outlined in these Technical Requirements for each survey type and size.
C. The Preliminary Submission shall be submitted to the DDC Topographical Section for review and approval a minimum of ***four (4) weeks*** prior to the scheduled delivery date of finals. Larger projects may require an earlier submission date as directed by the Commissioner.
D. The Commissioner may at any time issue more than one Work Order to the Consultant. It is anticipated that there will be multiple and overlapping assignments of work orders during the course of this contract.
E. The Commissioner may at anytime, require the Consultant to revise the schedule for the delivery date of the finals for any project, due to Agency priority changes for specific projects.

1.10.2 PROGRESS REPORTS

The Consultant shall submit to the Commissioner a biweekly progress report (in electronic format) listing all work orders, sites, and the various stages required for the preparation and submission of final Survey Documents. Format of report shall be provided to the Consultant by the Commissioner. Weekly progress reports shall be required identifying the location of the field crews for the projects in progress. Further, the Consultant's office and field crews may be subjected to field visits by DDC personnel to verify the progress of the work assigned to the Consultant.

1.10.3 MOBILIZATION OF PERSONNEL

The Consultant shall provide sufficient number of personnel to accomplish this contract work.

1.10.4 LIQUIDATED DAMAGES

A. In case the Consultant shall fail to complete the work identified in a work order, within the time fixed for such completion in the schedule approved by the Commissioner, or within the time to which such completion may have been extended, or, if the Consultant, in the sole determination of the Commissioner, has abandoned the work, the Consultant must pay to the City the sum of ***$500.00***, for each and every calendar day that the time consumed in completing the work for that work order exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

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

C. The Commissioner may deduct and retain out of the moneys which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Consultant shall be liable to pay the difference upon demand by the Commissioner.

1.11 SUBMISSION AND ACCEPTANCE OF SURVEY DOCUMENTS

Types of Submission: All Survey Documents shall be submitted as set forth below.

A. Preliminary Submission: The Consultant's Preliminary Submission shall consist of the Survey Documents set forth in the Technical Requirements. For the various types of surveying services to be provided hereunder, the Technical Requirements set forth the following requirements for the Preliminary Submission: Survey Documents to be submitted, as well as the number of copies and format for submission. The Consultant's Preliminary Submission shall also include a dated transmittal letter and all back-up material set forth in Section 1.08.2. Progress drawings and/or partial drawings will not be accepted. The Consultant's Preliminary Submission shall be stamped PRELIMINARY" in RED. The Preliminary Submission shall be submitted to the DDC Topographical Section for approval a minimum of two weeks prior to scheduled delivery date of the Final Submission. Large projects may require an earlier submission.

B. Final Submission: Following the Commissioner's review and acceptance of the Preliminary Submission, the Consultant shall submit its Final Submission. The Consultant's Final Submission shall consist of the Survey Documents set forth in the Technical Requirements. For the various types of services to be provided hereunder, the Technical Requirements set forth the following requirements for the Final Submission: Survey Documents to be submitted, number of copies and format for submission.

C. Certification: Each and every Survey Document in the Final Submission shall be signed, sealed and dated by a New York State Licensed Surveyor (original signature on mylar and paper prints).

D. Time for Submission: Survey Documents shall be submitted in accordance with the time frames for Submission set forth in the schedule approved by the Commissioner.

E. Acceptance Procedures: All Survey Documents are subject to review and written acceptance by the Commissioner. The Commissioner shall review the Consultant's Preliminary Submission and shall make one of the determinations set forth below. The Consultant shall be notified of the Commissioner's determination within 7 business days of the Consultant's submission.

1. Accepted: If the Commissioner determines that the Survey Documents are acceptable, such written acceptance shall be provided to the Consultant. Upon receipt thereof, the Consultant shall prepare the Final Submission.
2. Corrections Required: If the Commissioner determines that the Survey Documents require certain corrections to be acceptable, an itemized list or marked up documents of the required corrections shall be provided to the Consultant. Upon receipt thereof, the Consultant shall revise the Survey Documents to

incorporate all the required corrections. Such revised Survey Documents shall be submitted to the Commissioner for review.

3. Rejected: If the Commissioner determines that the Survey Documents are not acceptable and must be rejected, such written rejection shall be provided to the Consultant. A determination of rejection shall be made in those cases where a complete review of the Survey Documents is not performed due to the number and type of errors encountered in a more limited review. Upon receipt of the rejection, the Consultant shall review and correct the Survey Documents. Such corrected Documents shall be submitted to the Commissioner for review.

F. Conditions of Payment: The conditions of payment are set forth below.

1. Acceptance by Commissioner: Payment for surveying services shall be made to the Consultant after delivery of the Final Survey Documents and written acceptance thereof by the Commissioner. The Consultant shall not be entitled to payment for Survey Documents which have not been accepted in writing by the Commissioner.

2. Payment Contingent Upon Satisfactory Performance: All payments are contingent upon the Consultant's satisfactory performance of the required services. The Commissioner is authorized to make deductions for any services performed hereunder, which he/she determines to be unsatisfactory.

3. Non-Payment for Corrections: The Consultant shall not be entitled to payment for any required corrections to the Survey Documents. The Consultant shall be responsible for correcting any Survey Documents that do not comply with the requirements of this Contract. Such corrections shall be made in a timely manner. This obligation to correct the Survey Documents includes corrections discovered by the City after written acceptance of the Survey Documents and payment for the same. The Consultant shall be responsible for all costs in connections with any required corrections to the Survey Documents, including the cost of furnishing and delivering new CD's, prints and mylars. The obligation to correct the Survey Documents shall not apply to cases where project conditions have changed after completion of Survey Documents by the Consultant.

1.12 COOPERATION WITH ENGINEERS AND PROJECT MANAGERS

The Consultant shall, at all times, cooperate with the Department's Engineers and Project Managers in the interpretation of final survey documents and/or survey and utility data furnished to the Department, and shall do her/his work in a manner which will cause the least delay to said Engineers and Project Managers. The Consultant shall cooperate and make all necessary omissions and corrections that may be required in a timely manner. No additional payment will be made for this work.

1.13 DRAFTING ONLY ASSIGNMENTS

Work Orders may be issued for CADD drafting services for any of the types of Survey Documents required by these Technical Requirements. When the Consultant is assigned a drafting only project, DDC will supply all the necessary information such as: field notes, final sections, and "as-builts" of the existing sewers, alteration maps, tax maps and necessary utility information. No field work or research work will be required. Formats and standard legends and abbreviations will be as directed by DDC. The Preliminary Submission, Final Submission and Completion Schedule shall be as required for each survey type as described in these Technical Requirements. However, The Completion Schedule shall be ½ the full service survey time schedule.

1.13.1 PRICE TO COVER DRAFTING ASSIGNMENTS

The unit price to cover "Drafting Only" assignments shall be 40% of the unit price for the types of services covered by Unit Price items Nos. 1, 2, 3, 4, 5 and 6 of these Technical Requirements. Out of Borough work unit prices will not be used to determine the price to cover this work even if the work is for a borough other than the borough for which this Contract was awarded.

NO FURTHER TEXT THIS SECTION

SECTION 2 - UNIT PRICE ITEM NO. 1

2.01 PREPARATION OF TOPOGRAPHICAL AND PROPERTY LINE MAPS

Under this item of the contract, the Consultant shall provide all surveying services necessary and required to produce Topographical & Property Line Maps. All work under this unit item shall be done in accordance with the general requirements in Section 1 and the following requirements.

2.02 TECHNICAL SURVEY REQUIREMENTS AND INFORMATION TO BE OBTAINED AND SHOWN ON THE MAPS

A. Topographical and Property Line Map shall locate all physical features within the Project limits including, but not limited to, those described herein and in Section 1.07.

B. Topographical and Property Line Map shall be drawn at a scale of one inch to 20 feet unless otherwise authorized. The graphical scale, true north and borough north arrow shall be shown on the map. The map shall include baseline and bench marks. The map shall show its dimensions and angles, and/or its length and radii of curves**.**

C. All blocks and streets laid out on the City Map within the project area shall have their block and lot numbers, block dimensions, block interior corner angles and street and sidewalks dimensions, type condition, name and limits shown. Curb types shall be shown. This data shall also be shown for proposed streets in the project area. All future street line changes and future parks shall be shown. All easements and right-of-ways will be shown and dimensioned.

D. Where the Topographical and Property Line Map consists of more than one sheet, each sheet shall contain the title, and shall be separately numbered. Key plan shall be drawn showing the entire site and the portions thereof covered by each separately numbered sheet. Show a match line to tie together areas on the different sheets.

E. Street and Sidewalk Elevations

Inverts and Rim elevation shall be shown for sewer manholes. Center front frame elevations shall be shown for catch basins. All street surface elevations as described in item 1.07 “A” shall be shown. Elevations shall be shown on all utility “irons”. Legal grades shall be shown. Separate detailed spot elevation drawings shall be produced where a full data plotting would produce a “crowded presentation”, as directed by the Commissioner.

F. Interior on Site Elevations

Elevations within site lines and 25 feet past site lines shall be taken on a 25-foot grid and at all breaks in grade unless otherwise noted (if site is level, a 50-foot grid may be used but be pre-approved by the Commissioner). Elevations on hard surfaces shall be shown to the nearest hundredth of a foot, except on earth and irregular surfaces where they will be shown to the nearest tenth of a foot. In open areas greater than 1000 square feet, contour lines shall be shown. The contour interval shall be 1 foot, unless otherwise specified. In addition, elevations shall be taken at the rim/frame of catch basins, drains and manholes as well as inverts of all manholes and drains.

G. Structure on Site

Where buildings, etc. cover a portion of the site, elevations shall be shown at exterior corners. All other entrances, cellar and first floor elevations of buildings, etc. on the site shall be shown.

H. Retaining Walls

Retaining walls encountered along the outside boundaries of the site and on the site shall be indicated as such, and ground elevations of the bottom thereof and wall elevations of the top, at the ends, at breaks in grade, and at 50 foot intervals shall be shown, as well as the thickness, type and limit of such walls.

I. Datum

All elevations shall refer to the appropriate Borough Datum as established by the Bureau of Highways and recorded in the appropriate Office of the Borough President. The relationship of this Datum to the Mean Sea Level Datum, used by the U.S. Coast Geodetic Survey, shall be noted. Should the site occur in two boroughs, the datum used should be in the borough in which the construction plans are to be filed or as otherwise directed.

J. Legal Grades

Obtain legal grades from the Topographical Office of the respective borough and/or Highway Bureau and show them on the drawing(s). Compute and show interpolated grades where necessary at each site projection onto the street.

K. Boundaries

The outside boundaries of the site shall be shown as per DDC's standards and all boundaries shall show distances and interior angles (or bearings). These shall be obtained from record information, the error of closure of which shall not be more than 0.01'.

L. Coordinates

The Consultant shall use the same system of coordinates used by the appropriate Borough President. Show the coordinates of two adjacent exterior boundary corners. On large jobs (over 100,000 sq ft.) coordinate grid lines shall be shown at 250 foot intervals.

M. Adjacent Buildings and Encroachments

Show all adjacent buildings within fifteen feet of the property lines along with the first and cellar floors elevations of such buildings. Any building or other structure within 5 (five) feet (either side) of a property line must be shown with offsets to the nearest 0.01 foot. In addition, show with offsets all encroachments along the street line (s) for a distance of 25 feet past the site extremities.

N. Miscellaneous Structures

All existing buildings, sheds, exposed footings, piers, piles, retaining walls, fences and columns, party walls, building vaults, subterranean passages and openings, etc. located in and adjacent to the Site shall be shown and noted. Elevations and sizes of same shall be noted.

O. Special Ground Conditions

Areas of outcropping rock or ledges, earth mounds, wetlands, swamp, marsh or wooded areas shall be outlined on the Topographical and Property Line Map. Elevations shall be taken to adequately define the shape of the special ground condition.

P. Baseline and Bench Marks

<u>Representation and Establishment of Baseline and Bench Marks</u>

1. The Consultant shall establish a baseline and tie it into the existing Borough President Monuments and to the site. Well-defined cuts shall be placed at 100' intervals adjacent to the site and also for 200' on each side of the site. The cuts beyond the site shall also be witnessed so that they may be restored if they are lost. The baselines and ties must be recoverable for at least five years.

2. The benchmarks shall be established and tied into the appropriate Borough President Datum near the site in such places that they will not be disturbed by construction.

3. Baseline with appropriate property line tie-ins and benchmarks shall be drawn on the Topographical and Property Line Map. If map is too congested, show baseline and bench marks on a separate sheet. Sheet size shall be same as Topographical and Property Line Map with appropriate title box, etc.

4. The representation shall be as follows: Paragraphs (a) and (b) apply only if additional sheet is required.

(a) Map shall show in medium width lines, the street system with widths of streets, block lengths, and block angles.

(b) Map shall show, in very wide lines, the site with its lengths and angles.

(c) Map shall show, in normal width lines, the baseline with all its cuts and references. If necessary, enlarged details must be drawn to show the references. Borough President Monuments shall be shown with their coordinates. Distances between cuts, baseline angles, if any, and coordinate of several points on the baseline shall be shown. The extremities of the site shall be prolonged to intersect the baseline and these intersections shall be located by distance along the baseline to an adjacent cut, and by distance along the prolongation to the site. The angle the site prolongation makes with the baseline shall be clearly indicated. Map shall give descriptions of three benchmarks and their elevations in the appropriate Borough President Datum Plane. Sketches on maps will supplement the text if found necessary.

Q. Map Accuracy

Horizontal accuracy of the completed maps (CADD file) shall be such that all topometric features**,** which are visible, identifiable and plottable, shall be plotted so that their position on the finished maps shall be accurate to within at least 0.02' of their true coordinate position.

All vertical accuracy of the completed maps shall be such that elevations determined from the contours of the finished Topographical and Property Line Maps shall have an accuracy with respect to true elevations of one tenth (1/10) contour interval or better.

2.03 SUBMISSION OF SURVEY DOCUMENTS

All submissions shall be accompanied by a dated transmittal letter which references all job naming conventions such as: Project I.D. number, Project Name, DDC's Topographical Section's assigned "T" and "G" number, Contract Registration number, Contract I.D. Number, and Contract Borough.

A. Procedure: The procedure for submission and acceptance of Survey Documents is set forth in Section 1.11 of these Technical Requirements.

B. Preliminary Submission: The Consultant's Preliminary Submission shall consist of the Survey Documents set forth below, as well as all back up material set forth in Section 1.09.2 of these Technical Requirements. The Preliminary Submission shall consist of the Final Survey Documents awaiting the Commissioner's Approval. The prints shall be stamped PRELIMINARY in red.

DOCUMENTS	NUMBER OF SETS	FORMAT
Maps	2	Paper prints
Maps; Backup Material (including scanned utility as-builts and plates etc.)	2	CD or DVD containing electronic files in AutoCAD 2012 w/ case
Backup Material	1	Paper Copies

C. Final Submission: The Consultant's Final Submission shall consist of the Survey Documents set forth below:

DOCUMENTS	NUMBER OF SETS	FORMAT
Maps	2	Paper prints
Maps	1	Mylar
Maps	4	CD or DVD containing electronic files in AutoCAD 2012 w/case

Survey Documents in the Final Submission shall be signed, sealed and dated by a New York State Licensed Surveyor (original signature on mylars and print copies).

2.04 COMPLETION SCHEDULE – TIME FRAME

The delivery schedule for Topographical and Property Line Maps shall be determined as set forth in Section 1.10.1 of these Technical Requirements. Such schedule shall be based on the time frames set forth below.

Work Orders shall be completed and sent to DDC on or before:

1. 30 Consecutive calendar days after the date to commence work for a site not exceeding 90,000 sq. ft.

2. An additional 5 consecutive calendar days for each additional acre over and above the initial 90,000 sq. ft.

3. One half (1/2) the above time frames for Drafting only work orders.

2.05 MEASUREMENT FOR PAYMENT

The measurement of the square foot area for unit price Item No. 1 shall be scaled measurements off the final mylar(s) of the Topographical Maps. The project's work limits shall be those outlined in the Work Order and as described in the requirements in Section 2 of these Technical Requirements. NOTE: Where there are multiple but separate (not contiguous) site locations described in the work order, each site location shall be measured and paid separately and the work areas shall not be combined for an overall total area measurement for payment purposes. However, this does not apply to abutting and contiguous site locations, which will be combined for the total measurement area for payment.

NO FURTHER TEXT THIS SECTION

SECTION 3 UNIT PRICE ITEM NO. 2

NOT APPLICABLE

SECTION 4 UNIT PRICE ITEM NO. 3

4.01 PREPARATION OF TOPOGRAPHIC AND UTILITY MAPS OF STREET INTERSECTIONS / LOCATIONS FOR CATCH BASINS AND/OR SEEPAGE BASINS

Under this item of the contract, the Consultant shall provide all surveying services necessary and required to produce Topographical & Utility Map(s) of street intersections/locations for Sewer and Water Main Projects. All work under this unit item shall be done in accordance with the general requirements in Section 1 and the following requirements.

4.02 SURVEY REQUIREMENTS – SPECIFIC INFORMATION TO BE OBTAINED AND SHOWN ON THE MAPS (NO PROFILE REQUIRED)

The Intersection/Location Survey(s) shall locate all physical features within the projects limits needed to produce a comprehensive design, including, but no limited to, the following information.

A. The Consultant shall survey the street intersections and/or various locations following the general requirements outlined in this section.

B. The street intersections and/or various locations survey(s) shall locate all physical features and underground utilities within the project limits needed to produce drawings (or maps) including, but not limited to requirements described in section 1.06.

C. Inverts and Rim elevation shall be shown for sewers and top front frames of catch basins.

D. The map shall contain a statement of the datum planes for elevations. Assumed elevations can be used with approval of the Commissioner. All elevations shall be electronically plotted on a separate accessible layer but not shown on the final maps.

E. For catch basin or seepage basin located within the intersection, the map shall extend 50’ in all directions past the R.O.W. line or as directed by work order (See sketch section 4.05.1”A”).

F. For catch basin or seepage basin falling within the middle of the block, the maps shall extend 50’past adjacent property lines and 50’ past R.O.W. on both sides of the street. If the 50’ extension falls within an intersection, the whole intersection must be surveyed as well (see sketch section 4.05.1”B”).

G. All individual locations shall show the North Meridian oriented towards the top of drawing or to right margin of the drawing.

H. The Topographical Maps shall be of 30”x42” size, and the scale of the maps shall be 1”=30. The scale shall be shown in the designated Title Box area.

I. The Consultant shall also supply the following information:
   1. A key plan with legend shall be shown on the cover sheet, with areas delineated and numbered corresponding to the areas and sheet number of the Survey.
   2. All maps, records and documents used in the preparation of the completed survey, including all available records of public and private utilities within the project limits.
   3. The Consultant shall submit to DDC Topographical Section all backup material, see section 1.09.2.

J. Where the work requires only one sheet, the sheet shall be arranged so the sufficient space is available for notes legend, and key plan. Where more than one sheet is required, the sheets shall be numbered consecutively.

4.03 SUBMISSION OF SURVEY DOCUMENTS

All submissions shall be accompanied by a dated transmittal letter which references all job naming conventions such as: Project I.D. number, Project Name, DDC's Topographical Section's assigned "T" and "G" number, Contract Registration number, Contract I.D. number, and Contract Borough.

A. Procedure: The procedure for submission and acceptance of Survey Documents is set forth in Section 1.11 of these Technical Requirements.

B. Preliminary Submission: The Consultant's Preliminary Submission shall consist of the Survey Documents set forth below, as well as the back up material set forth in Section 1.09.2 of these Technical Requirements. The Preliminary Submission shall consist of is the Consultant's Final Survey Documents awaiting the Commissioner's approval. The prints shall be stamped PRELIMINARY in red.

Documents	Number of Sets	Format
Maps	2	Paper Prints
Maps; Backup Material (including scanned – utility- as builts and plates, etc.)	2	CD or DVD containing electronic files in AutoCAD 2012 w/case
Backup Material	1	Paper Copy

C. Final Submissions: The Consultant's Final Submission shall consist of the Survey Documents set forth below:

Documents	Number of Sets	Format
Maps	2	Paper Prints
Maps; Backup Material (including scanned – utility- as builts and plates, etc.)	4	CD or DVD containing electronic files in AutoCAD 2012 w/case
Design Files (See Description set forth below)	4	CD or DVD containing electronic design files in Carlson Civil/Survey Release 2012 w/case

D. Submission of Design Files: The Consultant will be required to submit all design files that were used in the preparation of the Final Submitted plans. The design files shall be organized in a folder structure as per the requirements supplied in the CADD Standard Manual. The design files shall include the following:

1) Existing Surface file (.tin)
2) Alignment files for Roadway Centerline, Curbs, etc. (.aln, .cl)
3) Profile design files for Utility Profiles (.pro)
4) Survey Coordinate File (.crd,)
5) Project Set-up Files (.pst)

Survey Documents in the Final Submission shall be signed, sealed and dated by a New York State Licensed Surveyor (original signature on print copies).

4.04 COMPLETION SHEDULE – TIME FRAME

A. The delivery schedule for Street Intersections/Locations for Catch Basin and/or Seepage Basin Maps shall be determined as set forth in Section 1.10.1 of these Technical Requirements. Such schedule shall be based on the time frames set forth below.

Work Orders shall be completed and sent to DDC on or before:

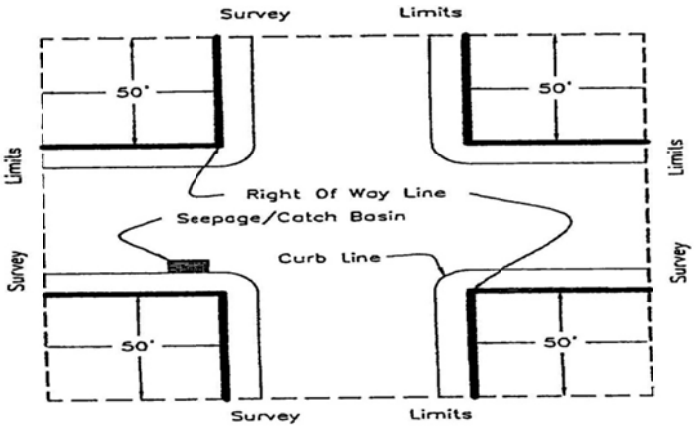
1. 30 consecutive calendar days after the date of the commence work for projects with (15) fifteen locations, or less.
2. An additional (2) two calendar days will be allowed for each additional intersection or location.

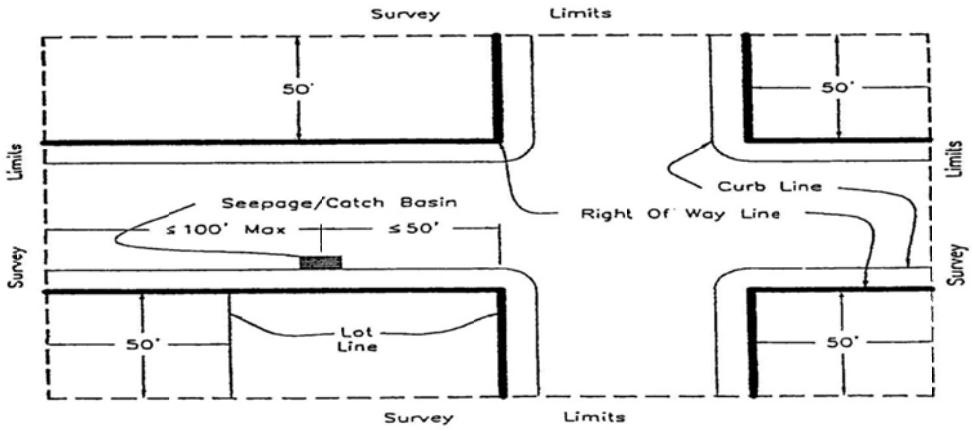
4.05 MEASUREMENT FOR PAYMENT

The measurement for payment for unit price Item No. 3 shall be the number of locations on the final documents approved by the Commissioner and as illustrated in Section **4**.05.1 of these Technical Requirements.

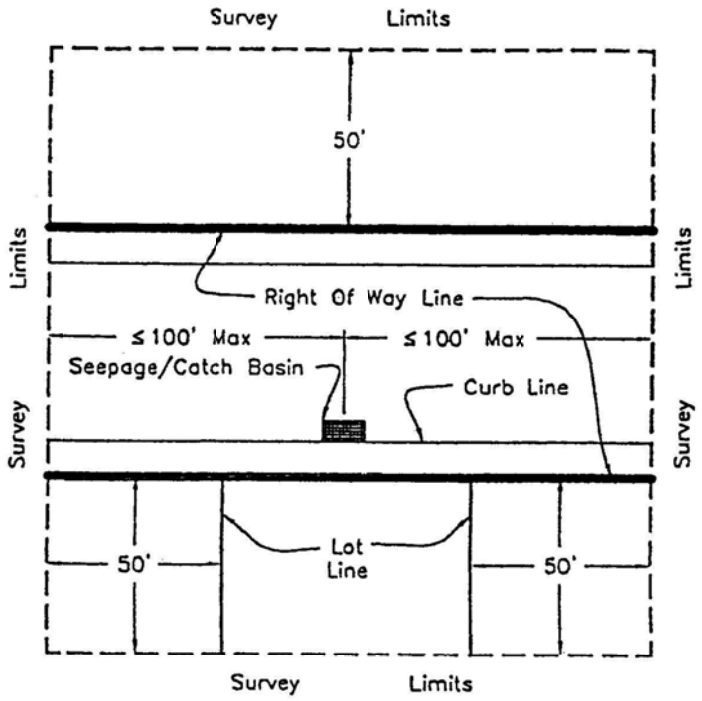
4.05.1 MEASUREMENT FOR PAYMENT
(SKETCH OF SURVEY LIMITS FOR INTERSECTION/LOCATION SURVEY)

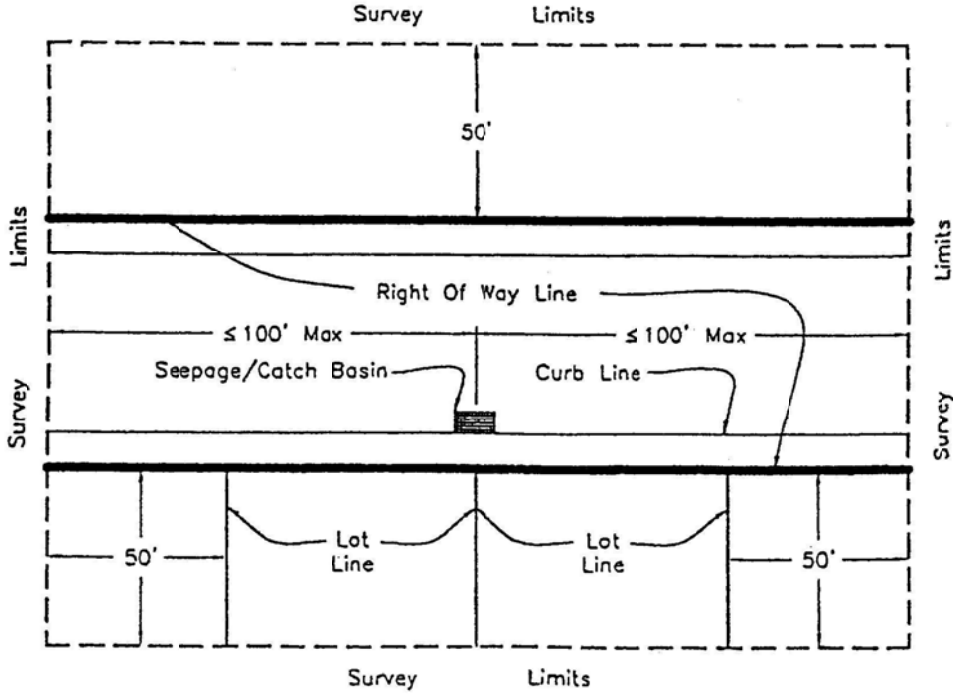
A. For surveys located in or near an intersection.





B. For surveys located within the middle of the block.





NO FURTHER TEXT THIS SECTION

SECTION 5 UNIT PRICE ITEM NO. 4

5.01 PREPARATION OF TOPOGRAPHICAL AND UTILITY MAPS AND PROFILE DRAWINGS FOR SEWER AND WATER MAIN PROJECTS

Under this item of the contract, the Consultant shall provide all surveying services necessary and required to produce the deliverables listed below. All work under this unit item shall be done in accordance with the general requirements in Section 1 and the requirements of this section.

(1) Topographical and Utility Maps and
(2) Profile Drawing(s) for Sewer, and Water Main Projects.

All work under this unit item shall be done in accordance with the general requirements in Section 1 and the following requirements.

5.02 SURVEY REQUIREMENTS AND INFORMATION TO BE OBTAINED AND SHOWN ON THE TOPOGRAPHICAL AND UTILITY MAP(S).

The Consultant shall follow the below mentioned parameters for Sewer and Water Main Projects.

A. The Topographical Map(s) shall locate all physical features within the project limits in plan view needed to produce drawings (or maps) including, but not limited to, requirements described in Section 1.07. The project limits shall include the entire area of the work as illustrated in Section 5.08 which includes areas 50 feet beyond the street right of way lines, or as directed by the Commissioner.

B. The Topographical Map(s) shall show all right of-way (ROW) data, including station line (centerline of ROW), station line ties to survey control traverse, and location of property lines, see SECTION 1. Where there are intersecting streets, the station lines (centerline of Row) shall show and labeled at the intersecting point of the two station lines.

C. The Topographical Map(s) shall be plotted by superimposing the Utility line data with the Topographic Survey data. Elevations are not to be shown in the plan view but are to be placed on a separate layer within the drawing so as to have the option of turning on or "unfreezing" the elevation layer.

D. Utilities shall be identified by approved symbols with the following information identified: type of utility, size, material, configuration, etc. Flow direction shall be shown on ***ALL*** sewers in the project area.

E. Utility lines shall be indicated and plotted with approved line types. In situations where utility line is 24" or greater, the line will be shown as "to scale double lines".

F. Topographical Map(s) limits shall be coincident with the topographic survey limits as herein defined including the nearest connected manhole outside the project limits.

G. Legal Grade Data shall be shown on both Plan and Profile view.

H. The Consultant shall also supply the following information:

1. A key plan on the cover sheet with areas delineated and numbered corresponding to the areas and sheet number for the survey area with a legend. The layout and sheet numbering for the project area will be reviewed by a resident engineer for sufficiency of design before preliminary submission. Layout must be approved in writing by the Associate Commissioner of Infrastructure prior to preliminary submittal.

2. All maps, records and documents used in the preparation of the completed survey, including all available records of public and private utilities within the project limits.

3. The Consultant shall submit to the Department all Backup material described in Section 1.09.2.

5.03 INFORMATION TO BE OBTAINED AND SHOWN ON THE PROFILE DRAWINGS

A. Any and all Sewer and Water utilities shall be identified by approved line type with the following information identified: type of utility, size, material, configuration, etc.

B. Sewer and Water Utility lines shall be indicated and plotted to scale with approved line types.

C. Inverts and Rim elevations shall be shown for sewers on profile view only. Note: The record information shall be used as the primary source to prepare the profiles. Field obtained data shall also be shown. In all cases, a profile must be shown. Record elevations and field elevations shall be placed on separate layers.

D. Profile(s) limits shall be coincident with the topographic survey limits and as herein defined.

E. The Profile shall be plotted under the corresponding Plan view on a sheet of 30”x42” and the scale of the drawings shall be 1”=30’ Horizontal and 1”=5’ Vertical or as otherwise directed. The scale shall be shown below the Profile View on the drawing.

F. All profiles shall be plotted on screened grid, clearly labeled and stationed with numerical axis values shown.

G. The drawings shall contain a statement of the datum planes for elevations, with the reference and date included.

H. Profiles along centerline/station line of a street are to be shown with Legal Grade line and the existing surface line at intervals as taken in the field. Legal Grade Elevations, and cross-street name are to be plotted on the Profile.

I. Where the work is in an undeveloped area, a profile of the existing surface along the centerline of the project area shall be shown along with items A and B section 5.02 above.

5.04 SURVEY CONTROL MAP

A. A 1”=50’ scale plot (or scale suitable to DDC) of the traverse showing angles and or bearings, elevations of points, point number and coordinates of points, distances of the traverse lines, and nearest street names, along with the designation and type of points, shall be shown.

B. Locator ties to Horizontal Control shall be plotted separately at a smaller scale.

C. Horizontal survey controls shall be tied to station lines and shown on the map.

5.05 DRAWING AND SHEET ARRANGEMENTS

A. The Utility Profile shall be plotted under the corresponding plan view.

B. Where the work requires only one sheet, the sheet shall be arranged so the sufficient space is available for notes, legend, and key plan.

C. The Map and Profile drawings shall show a match line to tie together areas depicted on different sheets.

D. Match lines between plan sheets shall be defined and coordinated. Where the match lines are not defined at an intersection, they should be labeled clearly with corresponding station numbers on the sequential plan sheets.

E. Survey Control Plans shall be placed at the end of drawing package.

The Map and Profile drawings shall be of 30”x42” size and the scale of the Topographical Map(s) shall be 1”=30’, or as directed. The Profile shall be plotted under the corresponding Plan view on the same sheet, and the scale of the Profile shall be 1”=30’ Horizontal and 1”=5’ Vertical or as otherwise directed. The respective scales shall be shown below the Profile view and the Plan view.

5.06 SUBMISSION OF SURVEY DOCUMENTS

All submissions shall be accompanied with a dated transmittal letter which references all job naming conventions such as: Project I.D. number, Project Name, DDC's Topographical Section's assigned "T" and "G" number, Contract Registration number, Contract I.D. number, and Contract Borough.

A. Procedure: The procedure for submission and acceptance of Survey Documents is set forth in Section 1.11 of these Technical Requirements.

B. Preliminary Submission: The Consultant's Preliminary Submission shall consists of the Survey Documents set forth below, as well as the back up material set forth in Section 1.09.2 of these Technical Requirements. The Preliminary Submission shall consist of the Consultant's Final Survey Documents awaiting the Commissioner's approval. The prints shall be stamped PRELIMINARY in red.

DOCUMENTS	NUMBER OF SETS	FORMAT
All Maps and Profile Drawings	2	Paper Prints
All Maps and Profile Drawings; Backup Material; (including scanned utility as-builts and plates, etc.)	2	CD or DVD containing electronic files in AutoCAD 2012 w/case
Backup Material	1	Paper Copies

C. Final Submission: The Consultant's Final Submission shall consist of the Survey Documents set forth below:

Documents	Number of Sets	Format
All Maps & Profile Drawings	2	Paper Prints
All Maps & Profile Drawings	4	CD or DVD containing electronic files in AutoCAD 2012 w/case
Design Files (See Description set forth below)	4	CD or DVD containing electronic design files in Carlson Civil/Survey Release 2012 w/case

D. Submission of Design Files: The Consultant will be required to submit all design files that were used in the preparation of the Final Submitted plans. The design files shall be organized in a folder structure as per the requirements supplied in the CADD Standard Manual. The design files shall include the following:

1) Existing Surface file (.tin)
2) Alignment files for Roadway Centerline, Curbs, etc. (.aln, .cl)
3) Profile design files for Utility Profile (.pro)
4) Survey Coordinate File (.crd)
5) Project Set-up Files (.pst)

Survey Documents in the Final Submission shall be signed, sealed and dated by a New York State Licensed Surveyor (original signature on print copies)

5.07 COMPLETION SCHEDULE – TIME FRAMES

A. The delivery schedule for Sewer and Water Main Projects Topographical and Utility Maps and Profile Drawings shall be determined as set forth in Section 1.10.1 of these Technical Requirements. Such schedule shall be based on the time frames set forth below.

Work Orders shall be completed and sent to DDC on or before:

1. Forty five (45) consecutive calendar days after the date to commence work for projects 2,000 L.F. or less (total survey length).

2. Sixty (60) consecutive calendar days after the date to commence work for projects greater than 2,000 L.F. but less than or equal to 5,000 L.F., total survey length.

3. Ninety (90) consecutive calendar days after the date to commence work for projects greater 5,000 L.F. but less than or equal to 10,000 L,F, total survey length.

4. One hundred and twenty (120) consecutive calendar days after the date to commence work for projects greater than 10,000 L.F. but less than or equal to 20,000 L.F., total survey length.

5. For work orders over 20,000 L.F., total survey length, the Consultant shall submit a schedule to DDC for the Commissioner's written approval.

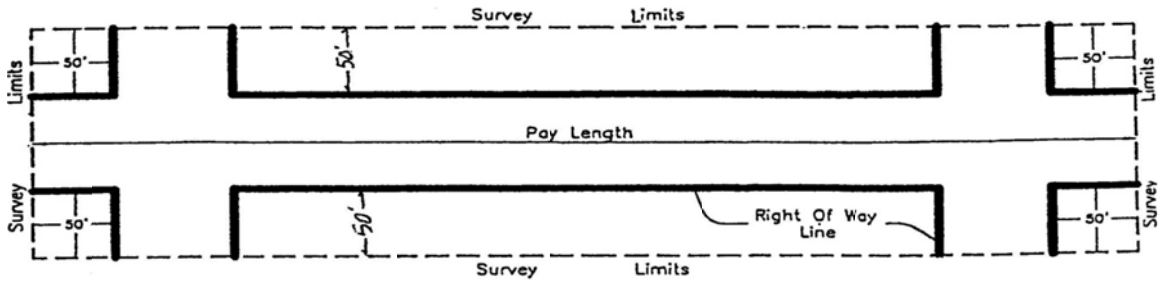
5.08 MEASUREMENT FOR PAYMENT

The unit price of this item is for the preparation of all the Survey Documents required for this item.

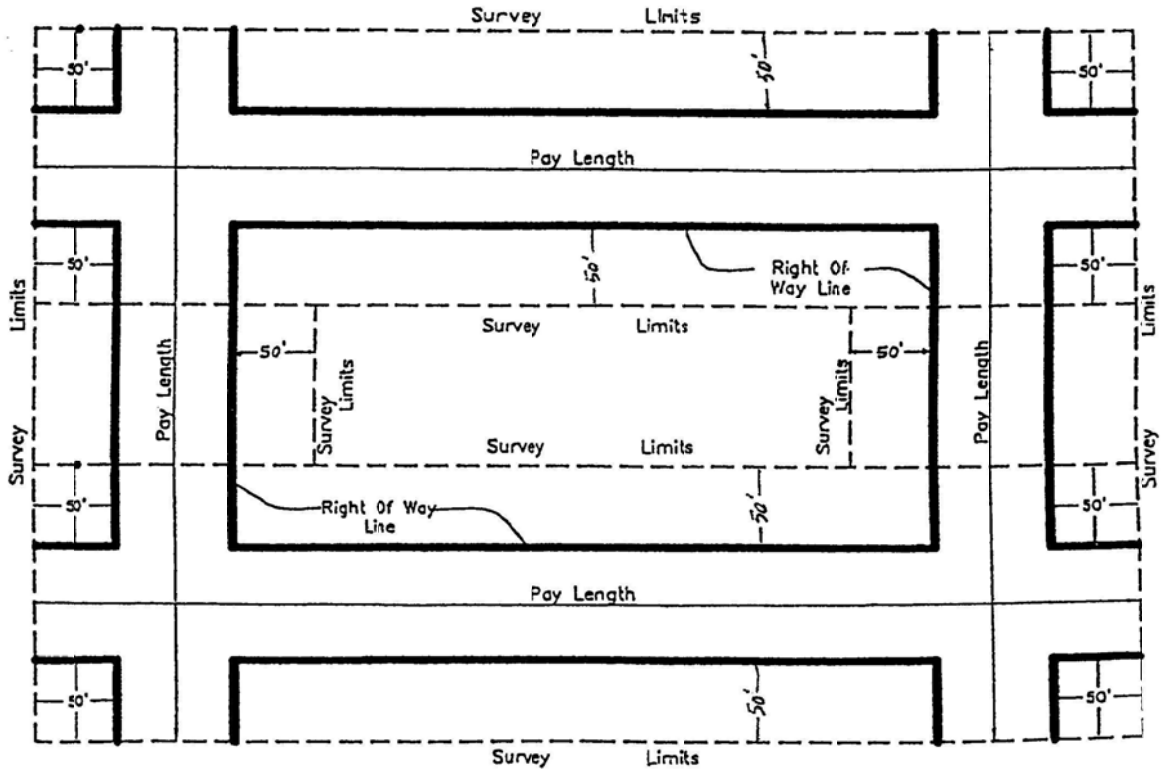
The linear foot measurement for unit price Item No.4 shall be that length measured only on the scaled final Topographical maps submitted by the Consultant and approved by the Commissioner. The project's combined total linear foot length, continuous and non-continuous, will be added to determine the quantity for this unit price item and will be the basis for determining the payment amount. No other maps or profile drawings will be measured for this linear foot measurement for this unit. See the diagrams shown in Section 5.08.1 these Technical Requirements.

5.08.1 MEASUREMENT FOR PAYMENT (SKETCH OF SURVEY LIMITS FOR SEWER AND WATER MAIN SURVEY)

A. For continuous run projects along a single direction, the pay length in linear feet will be measured along the longitudinal route of the project as shown below. The area shall extend up to 50 LF. beyond the R.O.W. in all directions including extending line in the side streets intersections. The sketch below shows the payment length.



B. For projects extending over multiple intersecting streets, the pay length in linear feet will be measured along the longitudinal route of the project. The Topographical map and the Profile, along these <u>overall pay lengths</u> shall be shown in the drawings (with intersections being duplicated on overlapping drawings), and the cost of which is deemed included in the unit price for the survey and drafting work. The sketch shown below is for a typical project and the payment measurements are shown.



C. For unit price Item No. 4 the longitudinal length per project shall be based on a street right-of-way width of 100' or less. For street right-of-way widths greater than 100', payment per unit price will be adjusted by adding 1% for each additional foot of street right-of-way width above 100', to the nearest foot. For example, a project with a 150' width for the street right-of-way will be paid at 150% of the unit price for that portion of the project area ***<u>ONLY</u>***.

NO FURTHER TEXT THIS SECTION

SECTION 6 UNIT PRICE ITEM NO. 5

6.01 PREPARATION OF SURVEY DOCUMENTS FOR HIGHWAY, SEWER, AND WATER MAIN PROJECTS

Under this item of the contract work, the Consultant shall provide all surveying services necessary and required to produce the following deliverables: (1) Topographical Plan Map(s); (2) Clean Base Map(s); (3) Composite Utility Plan and Profile Map(s); (4) Highway Profile(s); and (5) Survey Control Map(s) for Highway Projects and/or Sewer and Water Main Projects. All work under this unit item shall be done in accordance with the general requirements in Section 1 and the following requirements.

6.02 SURVEY REQUIREMENTS AND INFORMATION TO BE OBTAINED AND SHOWN ON THE MAPS

The Consultant shall follow the below mentioned parameters:

A. The Topographical Plan Map(s) shall locate all physical features within the project limits in plan view needed to produce drawings (or maps) including, but not limited to requirements described in Section 1.07. The project limits shall include the entire area of the work as illustrated in section 5.08.1 which includes areas 50 feet beyond the street right of way lines, or as directed by the Commissioner.

B. A stationed centerline shall be provided and tied to possession and/or R.O.W. lines. Where there are intersecting streets, the station lines (centerline of ROW) shall show the intersection of the two station lines and clearly be labeled with appropriate stationing.

C. All elements of the Topographic Map(s) shall be related by either station and offset, or coordinates, to a Center Line for the Mapped Street which has been established/coordinated/tied into the coordinated survey traverse, in accordance with the current Department Standards. Copies of this standard can be obtained from DDC's Chief of the Topographic Section. See Section 1.

D. All right-of-way (ROW) data, including station lines (centerline of ROW), station line ties to survey control traverse, location of property lines shall be shown. See Section 1.

E. ADDITIONAL REQUIREMENTS TO BE SHOWN ON THE SURVEY DOCUMENTS

1. The precise location of property and "possession" lines, where different from property lines, shall be tied to the roadway centerline baseline and the survey traverse. Possession lines and/or property line shall be identified by a deed search for each property listed.
2. Identification of all classes of right-of-way and mapped streets, including "paper" streets, tax map streets, utility easements and private streets by name/location.
3. Identification of plazas, malls and public areas.
4. Location of corner curb, pedestrian ramps, distinctive/special sidewalk areas, bus pads, enclosed bus stands, traffic islands and traffic channelization and vaults.
5. Location of sidewalk hardware including, but not limited to, coal chutes, oil fills, cellar doors, under sidewalk drains, drainage basins, sidewalk elevators, sidewalk ventilation gratings, traffic signals, traffic signal poles, parking signs, drainage basins, parking meters, traffic control boxes, traffic controllers, traffic loop detectors, police call boxes, traffic stanchions, structural columns, artwork (all types), newsstand kiosks, sidewalk retail areas, areaways, railroad gates, trackage and cellar windows at grade.
6. Direction of traffic (flow line of traffic), the location and type of lane and crosswalk markings, including carpool cross markings and all other pavement marking types.
7. Horizontal locations shall be taken to the nearest tenth (0.1') of a foot.
8. Vertical locations (elevations) shall be taken to the nearest hundredth (0.01') of a foot (or as specified by the Commissioner) longitudinally at a maximum of fifty foot (50) intervals.
9. Full right-of-way, cross-sections stationed along the centerline shall be taken at 50 foot station interval, centerline of intersecting streets, building lines at each intersection, property lines at each intersection, curbline(s) at each intersection, all breaks in grade. Stationing elevations shall be taken at the building

line(s), right of way lines, fence lines, encroachment lines, top and bottom of curbs (including malls), ¼ points of all roadways widths (greater then 100' ROW), center line of roadway, front and back edges of ribbon sidewalks, and widening line(s) where applicable.

10. Elevations shall be taken on all street/sidewalk surface hardware locations. If utility is other than a manhole or small valve, elevation on all corners shall be taken. In addition, steps (top and bottom of first riser), all building entrances, all lot lines (at property line/fence line), first floors, garage floors, back of sidewalk at all pedestrian and vehicular entranceways, ground elevations at all pedestrian and vehicular building entrances and building line, traffic islands, top and bottom of curb at both ends of drop curbs, top and bottom of curb at centerline of all drop curbs, driveways at all garage entrances, parking aprons, intersection (as required), corners [within crosswalk sidewalk quadrant(s)], sewer inverts, Transit Authority (TA) ventilator structures (all corners), TA emergency exits (all corners), and as otherwise required for design.
11. The Consultant shall obtain additional spot elevations as follows: the curbside of tree base at the centerline of all existing trees and significant shrubs within the sidewalk areas, roadway areas and/or within right-of-way, average root zone elevations nearest curb, top of sidewalk at front edge and at back edge, fence line and/or building line.
12. Clearance on all overhead structures that are less than 15 feet from the roadway, including the underside of each bridge/overpass stringer at each lane – including entrance and exit portal locations.

F. The Consultant shall also supply the following information:

1. A key plan on the cover sheet with areas delineated and numbered corresponding to the areas and sheet number for the survey area with a legend. The layout and sheet numbering for the project area will be reviewed by a resident engineer for sufficiency of design before preliminary submission. Layout must be approved in writing by the Associate Commissioner of Infrastructure prior to preliminary submittal.

2. All maps, records and documents used in the preparation of the completed survey, including all available records of public and private utilities within the project limits.

3. The Contractor shall submit to the Department all back up material, as described in Section 1.09.2.

G. Where the work requires only one sheet, the sheet shall be arranged in a manner where there is sufficient space available for the required legend, abbreviations, symbols, and notes.

H. The Map and Profile drawings shall show a match line to tie together areas depicted on different sheets. Areas to be matched shall not overlap on matched drawing sheets.

I. Where more than one sheet is required, the sheets (sections) shall be numbered consecutively. The numbering scheme is very specific and will be provided to Consultant by DDC Topographical Section.

J. All projects of more than one sheet in length shall have match lines shown in such a manner that intersections are shown on both sheets. Intersections shall be repeated. Intersections, if shown on previous sheet, shall be shown as hatched.

6.03 DELIVERABLES AND THEIR REQUIREMENTS

6.03.1 CLEAN BASE MAP

A. The Consultant shall prepare a Clean Base Map(s) which shall be graphic representation of the project that is suitable for use as a base plan set for the development of Schematic, Preliminary, and/or Final Contract Documents. Graphic elements that shall be shown include mapped right-of-way lines (including lengths, interior angles and ROW widths), property lines, lot lines, Block and Lot numbers, residential and commercial numbers (including story height, type and usage) ancillary development, street/sidewalk hardware (manhole covers, poles, etc.), existing curblines and edges of pavement, trees, theoretical centerline baseline (with stationing) and north arrow.

B. Text elements shall be limited to street names, stationing and other "NECESSARY" items. Generally, elements to be excluded include, but are not limited to: elevations, redundant text, "condition" text. There shall be no labeling of walks, grass, etc. (The Consultant shall submit a "one-sheet" sample for approval prior to the development of the Topographic Program). No elevations will be shown on this plan. The base map shall be plotted on a separate 30"x42" sheet with a horizontal scale of 1"30', or as directed.

6.03.2 TOPOGRAPHICAL PLAN MAP

A. The Topographical Plan Map(s) shall be plotted by superimposing the Topographic Survey data on to the Clean Base Map.

B. Inverts and Rim elevation shall be shown for sewers and catch basins. All street surface elevations as described in item 1.06 "A" shall be shown. The Consultant needs to show elevations on all utility "irons". Legal grades shall be shown. Separate elevation drawings shall be produced where a full data plotting would produce a "crowded" presentation – as directed by the DDC.

C. Topographical Plan(s) limits shall be coincident with the topographic survey limits and as herein defined, including the nearest connected manhole outside the project limits.

D. The Topographical Plan(s) shall be on 30"x42" sheets and the scale of the drawings shall be 1"=30', or as directed. The scale shall be shown below the Plan view.

6.03.3 COMPOSITE UTILITY PLAN AND PROFILE MAPS

A. The Composite Utility Plan and Profile Map(s) shall be plotted showing the Legal Grades that must be shown both in Plan and Profile view.

B. Sewer and Water utilities shall be identified by approved line type with the following formation: type of utility, size, configuration, etc.

C. Existing and/or "From Record" Sewer and Water utility lines shall be indicated and plotted to scale with approved line types.

D. Invert and Rim elevations shall be shown for all sewers manholes and catch basins (top front frame) and be labeled on the Profile View only.

E. Profile(s) limits shall be coincident with the topographic survey limits and as herein defined.

F. The Profile shall be plotted under the corresponding Plan view on a sheet of 30"x42" and the scale of the drawings shall be 1"=5' Vertical and 1"=30' Horizontal, or as directed. The scale shall be shown below the Profile view on the drawing.

G. All profiles shall be plotted on screened grid, clearly labeled and stationed with numerical axis values shown.

H. The drawings shall contain a statement of the datum planes for elevations.

I. Labeling of physical features is required on this plan.

J. Match lines between plan sheets shall be defined and coordinated. Where the match lines are not defined at an intersection, they should be labeled clearly with corresponding station numbers on the sequential plan sheets.

6.03.4 HIGHWAY PROFILE DRAWING

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

A. The plotting of highway profiles will be draw to the scales determined by Commissioner which shall be:

1. Horizontal scale, 1"=30' which is to be consistent with the horizontal scale selected for the Topographic Survey.

2. Vertical scale which shall be customized to reflect the specific site and which shall require pre-approval by the Commissioner. Datum planes shall be customized for each profile. (Current graphical adopted scale is 1”=2’).

B. Match lines shall coincide with those utilized for the plotted topographic survey(s). In addition, profiles shall be extended beyond match lines in either direction, as required, to include the adjacent intersection.

C. Labels shall be drafted on each sheet along the length of the profile to ensure its clarity. The legend for a project shall be shown on one sheet per project.

D. Two or more sets of profiles may be required for each street as directed by the DDC Topographical Section.

E. Unless otherwise directed by the DDC Topographical Section, the following profile lines shall be plotted for each profile set: Right of Way, Existing Center Line of existing road, Top of Curb, Top of Curb Medians, Building Line, Property Line, Back of Sidewalk Line, and Legal Grade. (See sample drawing for clarity)

F. Each profile set shall contain numerical elevation values plotted and drafted for each Profile line for all captured cross-sections, points, spot elevation. Such Profile shall include the location and size of fronts of buildings, abutting the street, identified by house number together with full length plotting of first floor elevations, doorways, entranceways, garage floors, loading docks and bays, and overhead structures.

G. All profiles shall be plotted on screened grid, clearly labeled and stationed with numerical axis values shown. Legend of line types shall be shown on each profile sheet.

6.03.5 SURVEY CONTROL MAP

A. A 1”=50’ scale plot (or scale suitable to DDC) of the traverse showing angles and or bearings, elevations of points, point number and coordinates of points, distances of the traverse lines, and nearest street names, along with the designation and type of points, shall be shown.

B. Location ties to Horizontal Control shall be plotted separately at a smaller scale. (See sample drawing for clarity)

C. Horizontal survey controls shall be tied to station lines and shown on the map.

6.04 SUBMISSION OF SURVEY DOCUMENTS

All submissions shall be accompanied with a dated transmittal letter which references all job naming conventions such as: Project I.D. number, Project Name, DDC’s Topographical Section’s assigned “T” and “G” number, Contract Registration number, Contract I.D. number, and Contract Borough.

A. Procedure: The procedure for submission and acceptance of Survey Documents is set forth in section 1.11 of these Technical Requirements.

B. Preliminary Submission: The Consultant’s Preliminary submission shall consist of the Survey Documents set forth below, as well as the back up material set forth in Section 1.09.2 of these Technical Requirements. The Preliminary Submission shall consist of the Consultant’s Final Survey Documents awaiting the Commissioner’s approval. The prints shall be stamped PRELIMINARY in red.

Document	Number of Sets	Format
All Plans and Profile Drawings	2	Paper prints
All Plans and Profile Drawings; Backup Material (Including scanned utility as-builts and plates, etc.)	2	CD or DVD containing electronic files in AutoCAD 2012 w/case
Backup Material	1	Paper Copies

C. Final Submission: The Consultant's Final Submission shall consist of the Survey Documents set forth below:

Documents	Number of Sets	Format
All Plans and Profile Drawings	2	Paper Prints
All Plans and Profile Drawings	4	CD or DVD containing electronic files in AutoCAD 2012 w/case
Design Files (See Description set forth below)	4	CD or DVD containing electronic design files in Carlson Civil/Survey Release 2012 w/case

D. Submission of Design Files: The Consultant will be required to submit all design files that were used in the preparation of the Final Submitted plans. The design files shall be organized in a folder structure as per the requirements supplied in the CADD Standard Manual. The design files shall include the following:

1) Existing Surface file (.tin)
2) Alignment files for Roadway Centerline, Back of Sidewalk, Curbs, etc. (.aln, .cl)
3) Profile design files for Highway & Utility Profile (.pro)
4) Survey Coordinate File (.crd)
5) Project Set-up Files (.pst)

Survey Documents in the Final Submission shall be signed, sealed and dated by a New York State Licensed Surveyor (original signature on print copies).

6.05 COMPLETION SCHEDULE - TIME FRAMES

A. The delivery schedule for all Highway, Sewer and Water Main Maps and Profile Drawings shall be determined as set forth in Section 1.10.1 of these Technical Requirements. Such schedule shall be based on the time frames set forth below.

Work Orders shall be completed and sent to DDC on or before:

1. Sixty (60) consecutive calendar days after the date to commence work for projects 2,000 L.F. or less (total survey length).

2. Seventy Five (75) consecutive calendar days after the date to commence work for projects greater than 2,000 L.F. but less than or equal to 5,000 L.F., total survey length.

3. One Hundred and Five (105) consecutive calendar days after the date to commence work for projects greater than 5,000 L.F. but less than or equal to 10,000 L.F., total survey length.

4. One Hundred and thirty-five (135) consecutive calendar days after the date to commence work for projects greater than 10,000 L.F. but less than or equal to 20,000 L.F., total survey length.

5. For projects over 20,000 L.F., total survey length, the Consultant shall submit a schedule to DDC for the Commissioner's written approval.

6.06 MEASUREMENT FOR PAYMENT

The unit price of this item is for the preparation of all the survey documents required for this item.

The linear foot measurement for unit price Item No. 5 shall be that length measured only on the scaled final Topographical maps submitted by the Consultant and approved by the Commissioner. No other maps or profile drawings will be measured for this linear foot measurement for this unit. See the diagrams shown in Section 5.07.1 of these Technical Requirements.

A. For continuous run projects along a single street direction, the pay length in linear feet will be measured along the longitudinal route of the project. The survey shall extend up to 50 LF. beyond the building line in the side streets for all the street intersections. See sketch in section 5.08.1 “A”.

B. For projects extending over multiple intersecting streets, the pay length in linear feet will be measured along the longitudinal route of the project. The Clean Base Map, Topographical Map, Utility Plan and Profile Map, Control Maps, Highway Profiles, along these overall pay lengths shall be shown in the drawings (with intersection being duplicated on overlapping drawings) and the cost is deemed included in the unit price for the survey and drafting work. See Sketch in section 5.08.1”B”.

C. For unit price Item No. 5, the longitudinal length per project shall be based on a street right- of-way width of 100’ or less. For street right-of-way widths greater than 100’, payment per unit price will be adjusted by adding 1% for each additional foot of street right-of-way width above 100’, to the nearest foot. For example: a project with a 150’ width for the street right-of-way will be paid at 150% of the unit price amount.

D. The project’s combined total linear foot length, continuous and non-continuous, will be added to determine the quantity for this unit price item and will be the basis for determining the payment amount.

NO FURTHER TEXT THIS SECTION

SECTION 7 UNIT PRICE ITEM NO. 6

7.01 PREPARATION OF TOPOGRAPHICAL MAPS AND PROFILE DRAWINGS FROM HYDROGRAPHIC SOUNDINGS BY CONSULTANT FOR PROJECTS WITH COASTAL AND/OR UNDERWATER AREAS.

Under this unit item the Consultant shall provide all surveying services necessary and required to take soundings and to produce Topographical Maps and Profile Drawings for various projects. All work under this item shall be done in accordance with the general requirements in Section 1 and the following requirements.

7.02 HYDROGRAPHIC SOUNDINGS REQUIREMENTS

A. The Consultant shall provide all boating and required equipment to conduct sounding surveying services to produce Topographical Maps and Profile Drawings.

B. The Topographic Maps shall locate all physical features within the project limits in plan view needed to produce drawings (or maps) including, but not limited to requirements described in Section 1.07.

C. Soundings shall be taken for the distance indicated in the Work Order and in no case less than 100 feet beyond the existing shoreline or bulkhead for a width of no less that 50 feet on each side of the centerline of the street or the sewer route. The soundings shall be taken on a grid system at 25-foot intervals. All sounding elevations shall be plotted on the topographical plans prepared in conformity with the previous sections. Locate and plot the course of the mean high and low water lines according to the National Oceanic Atmospheric Administration's (NOAA) annual tide tables. Locate and plot any physical features above the mean low water line when visible.

D. Utility Profile Drawings shall be provided as described in Section 6.03.3 of these Technical Requirements.

7.03 SUBMISSION OF SURVEY DOCUMENTS

All submissions shall be accompanied with a dated transmittal letter which references all job naming conventions such as: Project FMS I.D. number, Project Name, DDC's Topographical Section's assigned "T" and "G" number, Contract Registration number, contract FMS I.D. number, and Contact Borough.

A. Procedure: The procedure for submission and acceptance of Survey Documents is set forth in Section 1.11 of these Technical Requirements.

B. Preliminary Submission: The Consultant's Preliminary Submission shall consist of the Survey Documents set forth below, as well as the back up material set forth in Section 1.09.2 of these Specific Requirements. The Preliminary Submission shall consist of the Consultant's Final Survey Document awaiting the Commissioner's approval. The prints shall be stamped PRELIMINARY in red.

Documents	Number of Sets	Format
Maps and Profiles Drawings	2	Paper prints
Maps and Profile Drawings; Backup Material (Including scanned utility as-builts and plates etc.)	2	CD or DVD containing electronic files in AutoCAD 2012 w/case
Backup Material	1	Paper Copies

C. Final Submission: The Consultant's Final Submission shall consist of the Survey Documents set forth below:

Documents	Number of Sets	Format
Maps and Profile & Drawings	2	Paper prints
Maps and Profile & Drawings Backup Material (Including scanned utility as-builts and plates etc.)	4	CD or DVD containing electronic files in AutoCAD 2012 w/case
Design Files (See Description set forth below)	4	CD or DVD containing electronic design files in Carlson Civil/Survey Release 2012 w/case

D. Submission of Design Files: The Consultant will be required to submit all design files that were used in the preparation of the Final Submitted plans. The design files shall be organized in a folder structure as per the requirements supplied in the CADD Standard Manual. The design files shall include the following:

1) Existing Surface file (.tin)
2) Alignment files for Roadway & Waterway Centerlines, Curbs, etc. (.aln, .cl)
3) Profile design file for Utility Profile (.pro)
4) Survey Coordinate File (.crd,)
5) Project Set-up Files (.pst)

Survey Documents in the Final Submission shall be signed, sealed and dated by a New York State Licensed Surveyor (original signature on print copies).

7.04 COMPLETION SCHEDULE – TIME FRAMES

A. The delivery schedule for Sounding Topographical Maps and Profile Drawings shall be determined as set forth in Section 1.10.1 of these Technical Requirements. Such schedule shall be based on the time frames set forth below.

Work Orders shall be completed and sent to DDC on or before:

1. Ten (10) consecutive calendar days after the date to commence work or as additional days as part of, or extension of, Highway or Sewer and Water main project, to conduct soundings for the first 100 linear feet of survey length.

2. An additional day will be added to the completion schedule of a work order for each additional 100 linear foot segment of survey length, up to 30 consecutive calendar days.

7.05 MEASUREMENT FOR PAYMENT

The unit price of this item is for the preparation of all the survey documents required for this item.

The linear foot measurement for unit price Item No. 6 shall be that length measured only on the scaled final Topographical maps submitted by the Consultant and approved by the Commissioner. It will be measured down the centerline of the longitudinal route of the project. No other maps or profile drawings will be measured for the linear foot measurement for this unit.

For unit price Item No. 6, the longitudinal length per project shall be based on a street right-of-way width of 100' or less. For street right-of-way widths greater than 100', payment per unit price will be adjusted by adding 1% for each additional foot of street right-of-way width above 100', to the nearest foot. For example, a project with a 150' width for the street right-of-way will be paid at 150% of the unit price amount.

The unit price shall apply to all boroughs, including boroughs other than the awarded borough. The project's combined total linear foot length for hydrographic soundings will be added to determine the quantity for this unit price item and will be the basis for determining the payment amount.

NO FURTHER TEXT THIS SECTION

SECTION 8 – UNIT PRICE ITEMS NOS. 7 to 11

8.01 PROJECTS IN BOROUGH OTHER THAN AWARDED BOROUGH

Where a project is required to be performed, by work order, in a borough other than the Borough for which this contract was awarded, the Consultant shall perform the work in accordance with all terms and conditions set forth in these Technical Requirements.

8.02 PAYMENT

The unit price for providing required services in a Borough other than the Borough for which this contract was awarded shall be as set forth in EXHIBIT B – Schedule of Unit Prices, except as otherwise provided for (1) Drafting only assignments, as set forth in Section 1.13 of these Technical Requirements and (2) assignments involving unit price item No. 6, as set forth in Section 7 of these Technical Requirements.

Measurement guidelines for payment purposes shall apply as described for each unit price item in these Technical Requirements.

NO FURTHER TEXT THIS SECTION

SECTION 9 – UNIT PRICE ITEM NO. 12

9.01 INSTALLATION OF SURVEY MARKERS

Under this unit item the Consultant shall provide all the materials; surveying services; construction and cleanup services; permitting services; property owner notification services; that are required for the installation of concrete survey markers as directed by the Commissioner and in accordance with all terms and conditions set forth in these Technical Requirements.

9.02 CONCRETE SURVEY MARKERS AND RELATED MATERIALS

A. The concrete marker shall be as illustrated in Section 9.03.2. It shall be made of pre-cast concrete class A-40 with a compressive strength of 4,000 psi. All exposed surfaces shall have a smooth finish.

B. The top of the marker shall have a flat and level aluminum or brass disk with a diameter of two and one half (2-1/2") inches and a minimum of 1/8" thickness. The disk shall have stamped descriptive wording that identifies the marker as illustrated in Section 9.03.3 and as directed by the Commissioner. The disk shall be secured to a #4 rebar, 18" long, embedded in the pre-cast concrete marker as illustrated in Section 9.03.2 and centered in the marker.

C. Poured concrete for the marker's foundations and pavement replacement shall be class A-40 with a compressive strength of 4,000 psi after 28 days. The pavement surface shall be broom finished as per NYC Department of Transportation standards. The pavement concrete will only be required where pavement needs replacement

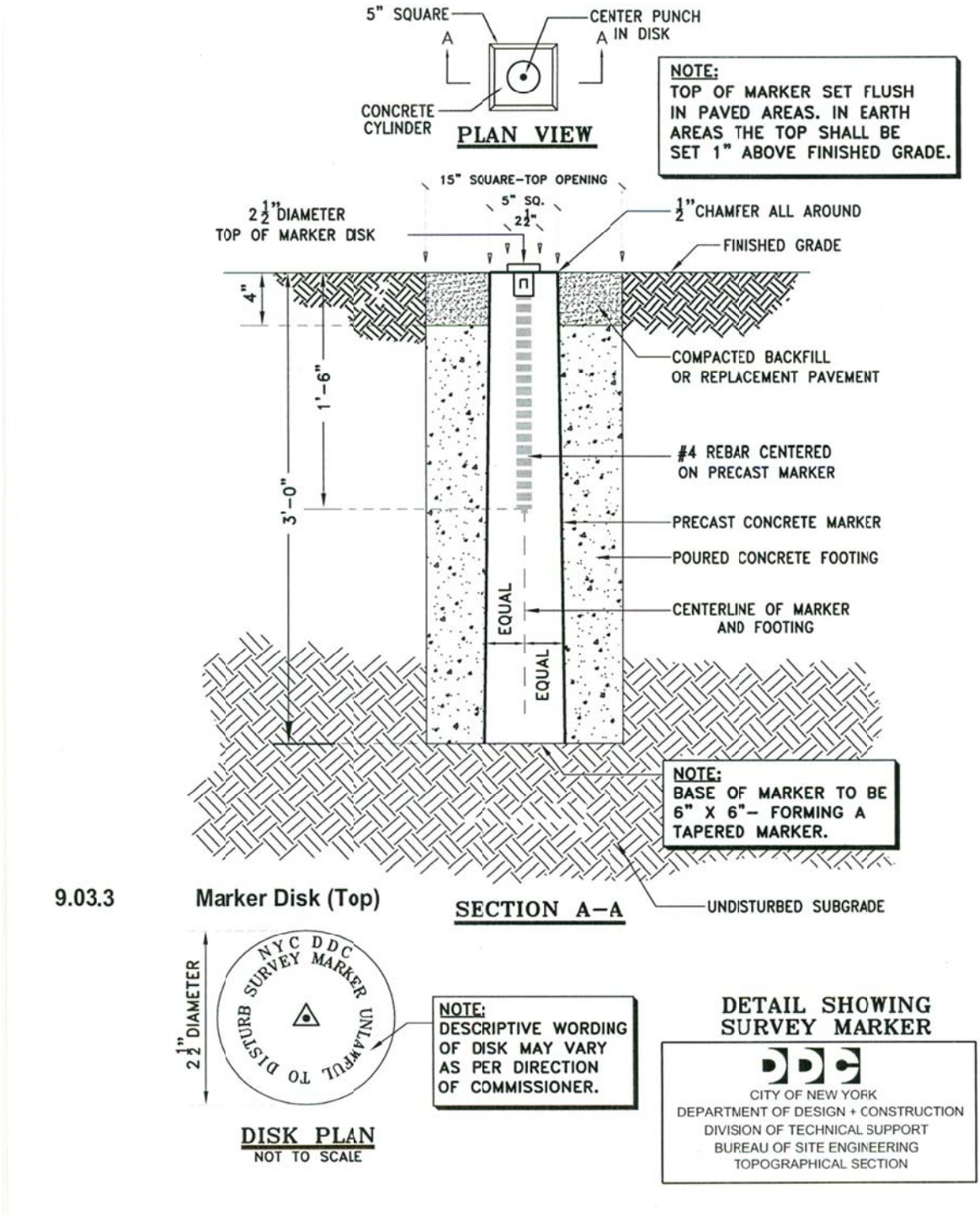
9.03 MARKER INSTALLATION

9.03.1 Excavation, Removals and Backfilling

The footing hole for marker installation shall be excavated to the dimensions shown in Section 903.2. All excess excavated and removed materials shall be disposed of, legally off-site, by the Consultant. Where existing pavements have to be removed, the footing hole shall be saw cut with clear straight lines, forming fifteen inch square (15" square) opening. The base of the foundation hole shall be undisturbed sub-grade. Where there is earth backfilling, the excavated soil shall be reused as backfill and compacted to 90% density by Proctor analysis to the finished grades. The site must be thoroughly swept clean after installation work is complete.

9.03.2 Marker Illustration

Survey markers installed by the Consultant shall comply with the illustration below:



9.03.3 Marker Disk (Top)

9.03.4 Horizontal Controls

The Consultant shall submit a sketch and schedule of the horizontal coordinates and dimensions for each marker to be installed, for approval by the Commissioner. The precision of the horizontal installation of the marker shall be as described in Section 1 of these Technical Requirements.

9.03.5.1 Vertical Controls

There will be no vertical control requirements for these markers. However, the markers shall be set so the finished top setting shall be 1" (one inch) above the surrounding natural grade in earth areas. In paved areas, the finished top setting shall be set flush with the surrounding finished grade so as not to be a tripping hazard.

9.03.6 Pouring Concrete with the Marker

The footings shall be poured to the dimensions shown on the illustration in SECTION 9.03.2. The precast marker shall be set plumb and be placed in the center of the poured concrete footing. No concrete shall be poured when the outdoor air temperature shall go below forty degrees Fahrenheit over a seven day period after the pouring. The non-reinforced concrete pavement replacement shall meet all the requirements of Section 4.05 of the standard specifications of the NYC Department of Transportation. The finished surface of the concrete pavement shall be broom finish.

9.03.7 Permits and Notification

The Consultant is required to obtain all permits required for the installation of the markers. The Consultant is required to notify all adjoining property owners, in writing as to the nature of the work to be done and the timing of the installation. DDC shall also be notified and provided copies of such correspondence. The timing of the installation is subject to the approval of the Commissioner.

9.04 Payment

The unit price for this item will be for each completed monument (aluminum disk installed in concrete footing) installed with cleanup and surrounding surface replacement. The unit will include all the labor, materials equipment and services required as described in this SECTION 9 and these Technical Requirements. This unit price will apply to all Boroughs.

NO FURTHER TEXT THIS SECTION

TOPO STANDARDS (20 SCALE)

DESCRIPTION	EXAMPLE	LAYER	COLOR BY LAYER	LINE TYPE	LINE WEIGHT BY LAYER IN MM	TEXT FONT	TEXT HEIGHT	BLOCK NAME
M=MAP (RECORD INFO.)								
U.S. BULKHEAD LINE		M-BULKHEAD-LINE	BLUE	BROKEN-8	.90			
CONTOUR INTERVAL LINE	20	M-CONTOUR-INT-LINE	YELLOW	DASHED	.30	ROMAND		
CONTOUR LINE	21	M-CONTOUR-LINE	B / WHITE	DASHED	.09	ROMANS		
EASEMENT LINE		M-EASEMENT	YELLOW	BROKEN_1	.30			
ENCROACHMENT	ENCR AREA	M-ENCROACHMENT	YELLOW	CONTINUOUS	.30	ROMAND	2.0	
BRONX GRADIENT LINE		M-GRADIENT-BX-LINE	YELLOW	DASHED	.30			
LEGAL GRADE	1.0%	M-LEGAL-GRADE	YELLOW/GREEN		.30/.40	ROMANT	3.2	LG BLOCK W/ATT.
LEGAL GRADE TIES	45°	M-LEGAL-GRADE	YELLOW	DASHED	.30	ROMANS	2.0	
INTERPOLATED GRADE	INTP	M-LEGAL-GRADE	YELLOW/GREEN		.30/.40	ROMANT / ROMAND	3.2 / 2.8	INTP-G BLOCK W/ATT.
NORTH ARROW		M-NTH-ARROW	WHITE/RED	CONTINUOUS	.20			NA
PARK BOUNDARY LINE		M-PARKS-BNDY-LINE	CYAN	CONTINUOUS	.50			OFFSET: 4.0 HATCH PATTERN: ANSI31 HATCH SCALE: 20 ANGLE: N
PARK BOUNDARY HATCH		M-PARKS-BNDY-LINE	8		.09			
U.S. PIERHEAD LINE		M-PIERHEAD-LINE	BLUE	BROKEN-7	.90			
U.S. PIERHEAD & BULKHEAD LINE		M-PIERHEAD-BULK-LINE	BLUE	BROKEN-9	.90			
RECORD STREET LINE		M-REC-ROW-LINE	CYAN	BROKEN-9	.50			
STREET DIMENSION	50'	M-ROW-DIM	YELLOW		.30	ROMAND	2.8	
STREET DIM	00.00' / 00°00'00"	M-ROW-DIM	YELLOW		.30	ROMAND	2.8	
STREET LINE (ROW LINE)		M-ROW-LINE	BLUE	CONTINUOUS	.90			
STREET NAME	STREET NAME	M-ROW-TEXT	GREEN		.40	ROMANT	6.0	
SITE LINE		M-SITE-LINE	MAGENTA	CONTINUOUS	1.80			MAGENTA IS SET FOR 30% SCREENING PLACE SITE-BNDY-LINE UNDER ALL OTHER LINES
SITE DIMENSION	00.00' / 00°00'00"	M-SITE-DIM	GREEN		.40	ROMANT		
SITE TEXT	SITE	M-SITE-TEXT	GREEN		.40	ROMANT	6.0	
STREET STATUS	LEGALLY OPENED 5-25-1928	M-ST-STATUS	YELLOW		.30	ROMANS	3.0	
LOT DIM (T.M)	000.00' T.M.	M-TAX-DIM	YELLOW		.30	ROMANS	2.0	LOT-DIM
BLOCK LINE		M-TAX-LINE	YELLOW	CONTINUOUS	.30			
LOT LINE		M-TAX-LINE	YELLOW	LOT	.30			
LOT CROSSES LINE		M-TAX-LINE	YELLOW	CONTINUOUS	.30			LOT-CROSSES
BLOCK NUMBER	BLOCK 0000	M-TAX-TEXT	GREEN		.40	ROMAND	4.0	BLOCK-NO
LOT NUMBER	00	M-TAX-TEXT	YELLOW	CONTINUOUS	.30	ROMAND	3.0	LOT-NO
ST=STRUCTURE S=SURVEY	**(TOPOGRAPHICAL INFO.)**							BLOCK NAME / COMMENTS
PARTY WALL INDEPENDENT WALL	PARTY WALL / INDP. WALL							
FIRST FLOOR ELEV		ST-BLDG-ELEV	WHITE		.20	ROMANS	2.0	FF
BLDG. HATCH	FF 20.50	ST-BLDG-HATCH	8	CONTINUOUS	.09		2.0 OFFSET TO SCALE	
BLDG. LINE		ST-BLDG-LINE	GREEN	CONTINUOUS	.40			
BLDG. TEXT	#1313 1 STY. BRK. & FRAME	ST-BLDG-TEXT	WHITE		.20	ROMAND	2.0	
STRUCTURE OVERHEAD		ST-OHED	WHITE	DASHED	.20			
STEPS		ST-STEP	WHITE	CONTINUOUS	.20			
WALL		ST-WALL	WHITE	CONTINUOUS	.20			
CELLAR DOOR	CD	S-CD	WHITE	CONTINUOUS	.20			
CURB LINE		S-CURB-LINE	80	CONTINUOUS	.20			
FENCE		S-FENCE	WHITE	FENCE2	.20		LTS 8	USE SAME LINE TYPE (FENCE2) FOR ALL FENCE TYPES. (C.L.F., W.F., I.F.)
GUIDE RAIL		S-GUIDE RAIL	WHITE	FENCELINE2	.20		LTS 5	
MEAN HIGH WATER LINE		S-MHWL	GREEN	DASHEDTO40	.40			
MEAN LOW WATER LINE		S-MLWL	YELLOW	DASHED	.30			
EDGE OF PAVEMENT		S-ROAD-EOP	8	CONTINUOUS	.09			
SIDEWALK LINE		S-ROAD-SW-LINE	WHITE	CONTINUOUS	.20			
R.R. TRACKS		S-RR	8	CONTINUOUS	.09			
BOTTOM OF SLOPE		S-SLOPE-BOT	WHITE	CONTINUOUS	.20			INCLUDES: DITCH, BANK, SLOPE
TOP OF SLOPE		S-SLOPE-TOP	WHITE	CONTINUOUS	.20			INCLUDES: DITCH, BANK, SLOPE
DRIVEWAY		S-DWY	WHITE	CONTINUOUS	.20			INCLUDES: BUS PAD, EDGE OF CONC., EDGE OF DIRT OR GRAVEL RD.
WETLAND		S-WETLAND	CYAN	WET40	.50			
WETLAND ADJ.		S-WETLAND-ADJ.	YELLOW	ADJ40	.30			
ELEVATION	23.5	PNTELEV / PNTELEV-FLG	#111 / WHITE		.20/.20	ROMANS	2.0	EL3
D=DRAWING (MISC.)								BLOCK NAME / COMMENTS
MATCH LINE		D-MTCH-LINE	GREEN	MATCH	.40		LTS=.05	MATCH LINE AND TEXT ARE IN PAPERSPACE
MATCH LINE TEXT	SEE SHEET 1	D-MTCH-LINE	YELLOW		.30	ROMANT	.15	
BASELINE	DOC BASELINE	D-BASELINE	GREEN	CONTINUOUS	.40			
	PLAT	D-BASELINE	YELLOW		.30	ROMAND	2.0	
	PLAT	D-BASELINE-TIES	WHITE	DASHED	.20	ROMANS	2.0	
TRAFFIC DIRECTION		D-ROAD-MISC	WHITE	CONTINUOUS	.20			
GENERAL TEXT	GENERAL TOPO TEXT	D-TOPO-TEXT	WHITE	CONTINUOUS	.20	ROMANS	2.0	EX: C.C., C.SW., ASPH., EOP, DC, BROKEN CONC, GRASS, EARTH, GRAVEL, NO CURB, BRK WALL, PARKING LOT, C.L.F., METAL POSS, CO, ETC.
U=UTILITIES								BLOCK NAME / COMMENTS
CABLE	CABLE	U-CABLE-LINE	#200	DM6T	.20			
ELECTRIC	ELECTRIC	U-ELEC-LINE	#230	DM6E	.20			
FIRE ALARM	FIRE ALARM	U-FIRE-LINE	#200	DM6T	.20			
GAS	8" GAS	U-GAS-LINE	WHITE	DM6G	.20			
OVERHEAD UTILITY LINE		U-MISC-OHED	#8	DASHED3	.09			Aerial/Electric, Telephone, Cable, or, Fire
SEWER RIM/INV. ELEV.	SEWER	U-SEWR-ELEV	#32		.20	ROMANS	2.0	
SEWER ARROW		U-SEWR-FLOW	#8		.09			SEW-AR
SEWER (TYPE UNKNOWN)	12" SEWER	U-SEWR-LINE	YELLOW	DM6	.30			MATCH UTILITY TEXT TO UTILITY LAYER MAKE TEXT; -WHITE -ROMANS -2.0
COMBINED SEWER	12" COMB. SEWER	U-SEWR-LINE-COMB	150	DM6	.30			
SANITARY SEWER	12" SAN. SEWER	U-SEWR-LINE-SAN	131	DM6	.30			
STORM SEWER	12" STM. SEWER	U-SEWR-LINE-STM	90	DM6	.30			
SEWER (24" or Greater)	24" STM. SEWER	MATCH HATCH TO LINE LAYER	#8	ANSI31x15	.09			
STEAM	STEAM	U-STEAM-LINE	#32	DM6ST	.20			
TA SUBWAY CONDUIT	SU	U-SUBW-LINE	#40	DM6SU	.20	LTS=20		
TELEPHONE	TELEPHONE	U-TELE-LINE	#200	DM6T	.20			
WATER	8" WATER	U-WATR-LINE	YELLOW	DM6W	.30			
WATER (24" or Greater)	24" WATER	U-WATR-LINE	YELLOW &	DM6W	.30			
		U-WATR-LINE	#8 (HATCH)	ANSI31x15(90°)	.09			

NOTE:

1. IF NECESSARY EXPLODE BLOCKS USING (BURST) IT WILL HOLD FONT, SIZE, COLOR, & LAYER PROPERTIES.
2. BLOCKS ARE CENTERED BY DEFAULT.
3. INSERT BLOCKS AT 1.00 UNIFORM SCALE FOR (20 SCALE) DGWS.

(20 SCALE)

UTILITIES	EX.	BLOCK NAME	LAYER
CATCH BASIN		CB	U-SEWR-IRON
SQUARE DRAIN		DR	U-SEWR-IRON
ROUND DRAIN		DRR	U-SEWR-IRON
ROOF DRAIN		DRRF	U-SEWR-IRON
ELECTRIC BOX	CXB	EB	U-ELEC-IRON
FIRE ALARM BOX	CF	FCB	U-FIRE-IRON
OIL FILL	OFAL	FILL	U-MISC-IRON
GAS MARKER	GGM	GAM	U-GAS-IRON
GAS PIPE LINE	GP	GPL	U-GAS-IRON
GUY WIRE		GUY	U-TRAF-IRON
GAS VALVE	GG	GV	U-GAS-IRON
GAS VENT PIPE	G	GVP	U-GAS-IRON
HIGH PRESSURE HYDRANT		HPH	U-WATR-IRON
HYDRANT-STANDPIPE		HYD	U-WATR-IRON
SPRINKLER		SPNKR	U-WATR-IRON
STANDPIPE		STAND	U-WATR-IRON
STEAM VALVE	OSI	STV	U-STEAM-IRON
TRAFFIC CONTROL BOX		TCB	U-TRAF-IRON
PAY PHONE	CTEL	TEL	U-TELE-IRON
UTILITY BOX		UBOX	U-MISC-IRON
WATER VALVE	OW	WV	U-WATR-IRON
UNKNOWN VALVE	OT	XV	U-MISC-IRON

TOPO	EX.	BLOCK NAME	LAYER
BORING HOLE		BH	S-MISC-IRON
BUSH		BUSH	S-TREE
COAL CHUTE	OCC	CC	S-MISC-IRON
DROP CURB		DC	S-CURB-DROP
FIRST FLOOR		FF	ST-BLDG-ELEV
GUIDE RAIL		GR	S-GUIDE-RAIL
HEDGE			S-TREE
MAILBOX	CMB	MB	S-MISC-IRON
MONITORING WELL		MW	S-MISC-IRON
POINT OF CURVATURE		PC	S-CURB-LINE
PARKING METER		PM	S-MISC-IRON
POLE		POLE	S-MISC-IRON
POST		POST	S-FENCE
SHRUB		SHRUB	S-TREE
DISPLAY SIGN		SIGN	S-MISC-IRON
PINE		TE	S-TREE-PINE
TREE		TREE	S-TREE
TRAFFIC SIGN	OTS	TS	S-MISC-IRON
VENT PIPE		VENT	S-MISC-IRON
WELL		WELL	S-MISC-IRON

CONTROL POINTS	EX.	BLOCK NAME	LAYER
BENCHMARK		BM	S-CONT-PNTS (SET ON FNG)
CROSS-CUT		XCUT	
L-CUT		LCUT	
P-CUT		PCUT	
T-CUT		TCUT	
MAG NAIL		MAG	
MONUMENT		MON	
NAIL		NAIL	
IRON PIPE		IRPC	
BRASS PLUG		PLUG	
PK NAIL		PK	
PUNCH 1 WING		P1W	
PUNCH 2 WING		P2W	
PUNCH 3 WING		P3W	
PUNCH 4 WING		P4W	
REBAR		RBAR	
RAILROAD SPIKE		SPKE	
STAKE		STAK	
TRAVERSE		TRAV	
USC & G CONTROL		USCG	
POINT		PONT	PNTS
WETLAND FLAG		WF	S-WETLND-FLAG

TRAFFIC UTILITIES	EX.	BLOCK NAME	LAYER
LIGHT POLE BASE		LPB	U-TRAF-IRON
TRAFFIC SIGNAL		VT	
PEDESTRIAN SIGNAL		WPS	
TRAFFIC SIGNAL W/PEDESTRIAN SIGNAL		WTPS	
WOOD UTILITY POLE		WUP	
WOOD UTILITY POLE W/FIRE ALARM BOX		WUF	
WOOD UTILITY POLE W/PEDESTRIAN SIGNAL		WPS	
WOOD UTILITY POLE W/TRAFFIC SIGNAL		WT	
WOOD UTILITY POLE W/TRAFFIC SIGNAL & PED. SIGNAL		WTPS	
WOOD UTILITY POLE W/STREET LIGHT		WL	
WOOD UTILITY POLE W/STREET LIGHT & FIRE ALARM BOX		WLF	
WOOD UTILITY POLE W/STREET LIGHT & PEDESTRIAN SIGNAL		WLPS	
WOOD UTILITY POLE W/STREET LIGHT & TRAFFIC SIGNAL		WLT	
WOOD UTILITY POLE W/STREET LIGHT, TRAF. SIGNAL & PED. SIGNAL		WLTPS	
METAL STREET LIGHT		ML	
METAL STREET LIGHT W/PEDESTRIAN SIGNAL		MLPS	
METAL STREET LIGHT W/TRAFFIC SIGNAL		MLT	
METAL STREET LIGHT W/TRAFFIC SIGNAL & PEDESTRIAN SIGNAL		MLTPS	

MANHOLES	EX.	BLOCK NAME	LAYER
CABLE TV IRON		CATV	U-CABL-IRON
BECO OR CTES		BECO/CTES	U-ELEC-IRON
ELECTRIC		MHE	U-ELEC-IRON
FIRE - N.Y.F.D.		MHF	U-FIRE-IRON
GAS		MHG	U-GAS-IRON
MANHOLE-UNKNOWN		MHX	U-MISC-IRON
SEWER		MHS	U-SEWR-IRON
STEAM		MHST	U-STEAM-IRON
SUBWAY		MHSU	U-SUBW-IRON
TELEPHONE		MHT	U-TELE-IRON
WATER		MHW	U-WATR-IRON
MANHOLE FROM RECORD		MHFR	VARIES

LINETYPE: CONTINUOUS / LINE WEIGHT: .20mm / TEXT HEIGHT: 2.0 / TEXT FONT: ROMANS / COLOR: WHITE / MANHOLE DIA.: 4.0 / BLOCK SCALE: 1.00

TECH. SUPPRPOT PEN ASSIGNMENT			
ACAD COLOR #	ACAD COLOR	WIDTH IN MM Mm=millimeter	SAMPLE
1	RED	.20	
2	YELLOW	.30	
3	GREEN	.40	
4	CYAN	.50	
5	BLUE	.90	
6	MAGENTA	1.80	30% SCREENING
7	WHITE	.20	
8	8	.09	
32	32	.20	
40	40	.20	
50	50	.20	
72	72	.20	
80	80	.20	
90	90	.30	
111	111	.20	
131	131	.30	
150	150	.30	
200	200	.20	
230	230	.20	

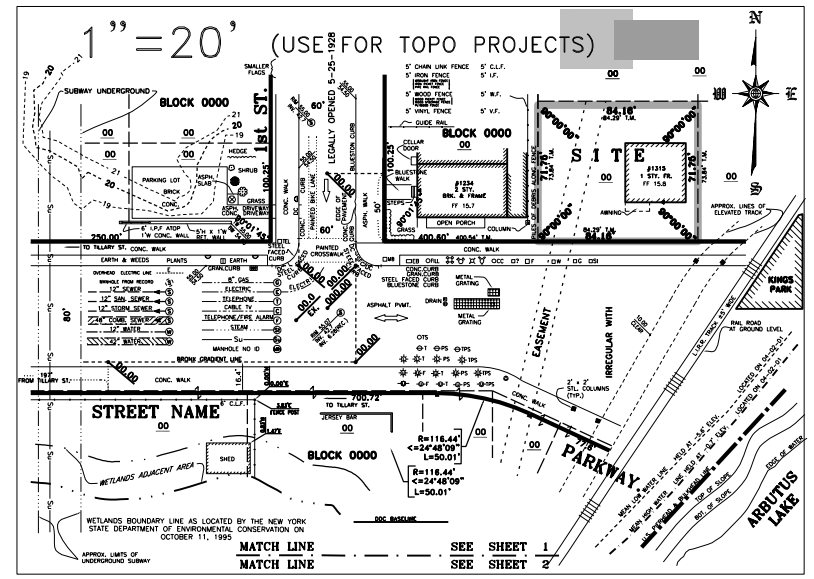
USE PLOT STYLE TABLE NAMED:
2005-Standard-Black (Topo-Infra).CTB

ABBREVIATIONS

ABANDONED	ABDN.
AERIAL UTILITY LINE	A/E,T,C,F
*ELECTRICAL	E
*TELEPHONE	T
*CABLE	C
*FIRE	F
ALUMINUM	ALUM.
APARTMENT	APT.
ASPHALT	ASPH.
ASPHALT DRIVEWAY	A.DWY.
BASEMENT	BSMT.
BITUMINOUS	BIT.
BLOCK	BLK.
BLUESTONE	B.S.
BLUESTONE CURB	B.S.C.
BLUESTONE WALK	B.S.W.
BOTTOM OF CURB	B.C.
BRICK	BRK.
BUILDING	BLDG.
CAST IRON	C.I.
CELLAR DOOR	CD
CENTER LINE	C.L.
CHAIN LINK FENCE	C.L.F.
CHAMBER	CH.
COLUMN	COL.
COMBINED	COMB.
COMMERCIAL	COMM.
CONCRETE	CONC.
CONCRETE CURB	C.C.
CONCRETE DRIVEWAY	C.DWY.
CONCRETE SIDEWALK	C.SW.
CONCRETE WALK	C.W.
CORNER	COR.
DIAMETER	DIA.
DOUBLE BARREL	D.B.
DRAWING	DWG.
DRIVEWAY	DWY.
DROP CURB	DC
EDGE OF PAVEMENT	E.O.P.
ELEVATION	ELEV.
EXISTING	EXIST.
FIRE ALARM	F.A.
FIRE DEPARTMENT	F.D.
FIRST FLOOR	FF
FRAME	FR.
GRANITE	GRAN.
GRANITE CURB	GRAN.C.
INACCESSIBLE	INACC.
INTERCEPTOR	INT.
INVERT (ELEVATION)	INV.
IRON FENCE	I.F.
IRREGULAR	IRR.
LENGTH	L
MANHOLE	MH
NOT TO SCALE	N.T.S.
PAVEMENT	PVMT.
POINT OF CURVATURE	P.C.
POINT OF INTERSECTION	P.I.
POINT OF TANGENCY	P.T.
PRECAST REINFORCED CONCRETE	P.R.C.
RADIUS	R
RECORD INFO.	REC.
REINFORCED CONCRETE PIPE	R.C.P.
RESIDENTIAL	RES.
RETAINING WALL	R.W.
RETIRED (UTILITY)	RET.
ROADWAY	RDWY.
SANITARY	SAN.
SEWER	SWR.
SIDEWALK	SWK.
STANDARD	STD.
STEAM	ST.
STEEL	STL.
STEEL FACED CURB	SFC
STEEL NOSED CURB	S.N.C.
STONE	STN.
STORM	STM.
STORY	STY.
TOP OF CURB	T.C.
TRAFFIC SIGN	T.S.
TYPICAL	TYP.
VACANT	VAC.
WOODEN FENCE	W.F.

MISC. ABBREVIATIONS

NORTH EAST	N.E.
NORTH WEST	N.W.
SOUTH EAST	S.E.
SOUTH WEST	S.W.
EAST SIDE	E/S
NORTH SIDE	N/S
SOUTH SIDE	S/S
WEST SIDE	W/S



****IMPORTANT****

ALL TEXT IMPORTED DURING THE FIELD TO FINISH ROUTINE COMES IN WITH A WIDTH FACTOR OF 0.85. THIS UPDATE WAS PUT IN TO PLACE TO MAKE IT EASIER TO DISTINGUISH BETWEEN ELEVATIONAL AND OBJECT TEXT. DO NOT EXPLODE OR BURST THE SURVCADD BLOCK TO CHANGE THE WIDTH FACTOR BACK TO 1.0.

BENCHMARK TABLE		
BENCHMARK	ELEVATION	DESCRIPTION
BM 3086	17.48'	"X" CUT ON WEST FACE OF NW CORN. OF FIREHOUSE ENGINE CO. 328 HOSE AND LADDER 158 ON NE COR. OF INTERSECTION OF E. 48TH ST. AND FLATBUSH AVE. CUT IS 5.1"± ABOVE GROUND AND 0.30'± SOUTH OF NORTH FACE OF BLDG.
BM 3492	11.35'	"T" CUT ON EAST END OF CONC. STEP TO DOORWAY ENT. ON FILLMORE AVE. SIDE OF 1571, BRICK BLDG. (FLATBUSH BUS GARAGE) ON NE COR. OF E. 45TH ST. AND FILLMORE AVENUE, DOORWAY IS ON SW COR. OF GARAGE AND CUT IS 6" WEST OF EAST END OF STEP.
BM 3487	11.39'	"□" CUT ON NORTH END OF CONC. STEP TO CHC. ON FLATBUSH AVE. SIDE OF 1571, STORE BLDG. ON NW COR. OF FLATBUSH AVE. AND FILLMORE AVE. (ARMAN HOSPITAL OF BROOKLYN).

INFRA STANDARDS (30 SCALE)

DESCRIPTION	EXAMPLE	LAYER	COLOR BY LAYER	LINE TYPE	LINE WEIGHT BY LAYER IN MM	TEXT FONT	TEXT HEIGHT @30SC	BLOCK NAME
M=MAP (RECORD INFO.)								
U.S. BULKHEAD LINE		M-BULKHEAD-LINE	BLUE	BROKEN-.8	.90			
EASEMENT LINE		M-EASEMENT	YELLOW	BROKEN_1	.30			
BRONX GRADIENT LINE		M-GRADIENT-BX-LINE	YELLOW	DASHED	.30			
LEGAL GRADE	4.5%	M-LEGAL-GRADE	YELLOW/GREEN		.30/.40	ROMAN1	4.0	LG BLOCK W/ATT.
LEGAL GRADE TIES	45°	M-LEGAL-GRADE	YELLOW	DASHED	.30	ROMAN5	2.5	
NORTH ARROW	N	M-NTH-ARROW	WHITE/RED	CONTINUOUS	.20			NA
PARK BOUNDARY LINE		M-PARKS-BNDY-LINE	CYAN	CONTINUOUS	.50			OFFSET: 4.0 HATCH PATTERN: ANSI31 HATCH SCALE: 20 ANGLE: 0
PARK BOUNDARY HATCH		M-PARKS-BNDY-LINE	8		.09			
U.S. PIERHEAD LINE		M-PIERHEAD-LINE	BLUE	BROKEN-7	.90			
U.S. PIERHEAD & BULKHEAD LINE		M-PIERHEAD-BULK-LINE	BLUE	BROKEN-9	.90			
RECORD STREET LINE		M-REC-ROW-LINE	CYAN	BROKEN-9	.50			RECORD ROW LINE
STREET DIMENSION	50' 10.0' 30.0' 10.0'	M-ROW-DIM	WHITE/YELLOW	STREET-DIM	.20/.30	ROMAN3	3.2	ROUND TO NEAREST NO.
STREET DIM	00.00' / 00°00'00"	M-ROW-DIM	YELLOW		.30	ROMAN3	3.2	
STREET LINE (ROW LINE)		M-ROW-LINE	BLUE	CONTINUOUS	.90			FINAL MAP STREET LINE
STREET NAME	STREET NAME	M-ROW-TEXT	GREEN		.40	ROMAN7	6.0	
LOT DIM (T.M)	000.00' T.M.	M-TAX-DIM	YELLOW		.30	ROMAN5	2.8	LOT-DIM
BLOCK LINE		M-TAX-LINE	YELLOW	CONTINUOUS	.30			
LOT LINE		M-TAX-LINE	YELLOW	LOT	.30			
LOT CROSSES LINE		M-TAX-LINE	YELLOW	CONTINUOUS	.30			LOT-CROSSES
BLOCK NUMBER	BLOCK 0000	M-TAX-TEXT	GREEN		.40	ROMAN7	4.5	BLOCK-NO
LOT NUMBER	22	M-TAX-TEXT	YELLOW	CONTINUOUS	.30	ROMAN3	3.0	LOT-NO
S=STRUCTURE S=SURVEY (TOPOGRAPHIC INFO.)								BLOCK NAME / COMMENTS
PARTY WALL INDEPENDENT WALL	PARTY WALL / INDP. WALL							
FIRST FLOOR ELEV		ST-BLDG-ELEV	WHITE		.20	ROMAN5	2.5	▼ FF
BLDG. HATCH	FF 20.50	ST-BLDG-HATCH	8	CONTINUOUS	.09		2.0 OFFSET 15.50ft	
BLDG. LINE		ST-BLDG-LINE	GREEN	CONTINUOUS	.40			
BLDG. TEXT	21313 BRK. & TIL BRK. & TIL	ST-BLDG-TEXT	WHITE		.20	ROMAN3	2.5	
STRUCTURE OVERHEAD		ST-OHED	WHITE	DASHED	.20			INCLUDES TRAN-OHED
STEPS		ST-STEP	WHITE	CONTINUOUS	.20			
SUBWAY LIMIT		ST-SUBW-LIMT-LINE	WHITE	DASHED	.20			
WALL		ST-WALL	WHITE	CONTINUOUS	.20			
CELLAR DOOR		S-CD	WHITE	CONTINUOUS	.20			
CURB LINE		S-CURB-LINE	80	CONTINUOUS	.20			
DRIVEWAY		S-DWY	WHITE	CONTINUOUS	.20			
FENCE		S-FENCE	WHITE	FENCE2	.20		LTS 10	USE SAME LINE TYPE (FENCE2) FOR ALL FENCE TYPES. (C.L.F., W.F., I.F.)
GUIDE RAIL		S-GUIDE RAIL	WHITE	FENCELINE2	.20		LTS 5	
MEAN HIGH WATER LINE		S-MHWL	GREEN	DASHDOT40	.40			
MEAN LOW WATER LINE		S-MLWL	YELLOW	DASHED	.30			
EDGE OF PAVEMENT		S-ROAD-EOP	8	CONTINUOUS	.09			
SIDEWALK LINE		S-ROAD-SW-LINE	WHITE	CONTINUOUS	.20			
R.R. TRACKS		S-RR	8	CONTINUOUS	.09			
BOTTOM OF SLOPE		S-SLOPE-BOT	WHITE	CONTINUOUS	.20			INCLUDES: DITCH, BANK, SLOPE
TOP OF SLOPE		S-SLOPE-TOP	WHITE	CONTINUOUS	.20			INCLUDES: DITCH, BANK, SLOPE
MISC. TOPO		S-TOPO-MISC	WHITE	CONTINUOUS	.20			INCLUDES: BUS PAD, EDGE OF CONC., EDGE OF DIRT OR GRAVEL RD.
WETLAND		S-WETLAND	CYAN	WET40	.50			
WETLAND ADJ.		S-WETLAND-ADJ.	YELLOW	ADJ40	.30			
ELEVATION	15.53 15.12	PNTELEV / PNTS	#111 / WHITE		.20/.20	ROMAN5	2.5	EL3
D=DRAWING (MISC.)								BLOCK NAME / COMMENTS
MATCH LINE		D-MTCH-LINE	GREEN	MATCH	.40		LTS=.05	PLACE MATCH-LINE AND ITS TEXT IN PAPER SPACE
MATCH LINE TEXT	SEE SHEET 1	D-MTCH-LINE	YELLOW		.30	ROMAN1	.15	
STATIONING BASELINE	10+00 10+50	D-BASELINE	RED (LINE) YELLOW (TXT)	CONTINUOUS	.20 .30	ROMAN5	3.0	SET STATIONING (TEXT SCALER) TO .0835 AND (MAIN SIZE SCALER) TO 0.10
BASELINE TIES TEXT BASELINE TIES ARROW	24.47	D-BASELINE-TIES	YELLOW (TXT) RED (LINE)	LEADER	.30 .20	ROMAN5	2.0	DIM STYLE (BASELINE TIES) HAS LEADER SET TO RED AND ARROW SIZE=.3
TRAFFIC DIRECTION		D-ROAD-MISC	WHITE	CONTINUOUS	.20			
GENERAL TEXT	GENERAL TOPO TEXT	D-TOPO-TEXT	WHITE	CONTINUOUS	.20	ROMAN5	2.5	EX. C.O., C.OR., ASPH., EOP, DC, BROKEN CONC., GRASS, EARTH, GRAVEL, TIL, CLAY, BRK WALL, PARKING LOT, C.L.F., MESH, FENCE, CLD, ETC.
U=UTILITIES								BLOCK NAME / COMMENTS
CABLE	CABLE	U-CABLE-LINE	#200	DM67	.20			
ELECTRIC	ELECTRIC	U-ELEC-LINE	#230	DM6E	.20			
FIRE ALARM	FIRE ALARM	U-FIRE-LINE	#200	DM67	.20			
GAS	GAS	U-GAS-LINE	WHITE	DM6G	.20			
OVERHEAD UTILITY LINE	AT&T	U-MISC-OHED	#8	DASHED3	.09			Aerial/Electric, Telephone, Cable, or, Fire
SEWER RIM/INV. ELEV.	INV 4.5 (REC)	U-SEWR-ELEV	#32		.20	ROMAN5	2.5	ADD "INV" TO POINT ELEVATION
SEWER ARROW		U-SEWR-FLOW	#8		.09			SEW-AR
SANITARY SEWER	12" SANIT	U-SEWR-LINE-SAN	131	DM6	.30			
STORM SEWER	12" STORM	U-SEWR-LINE-STM	90	DM6	.30			
COMBINED SEWER	12" SEWER	U-SEWR-LINE-COMB	150	DM6	.30			
SEWER (TYPE UNKNOWN)	12" SEWER	U-SEWR-LINE	YELLOW	DM6	.30			
SEWER (24" or Greater)		MATCH HATCH TO LINE LAYER	#8	ANSI31x15	.09			
STEAM	STEAM	U-STEAM-LINE	#32	DM6ST	.20			
TA SUBWAY CONDUIT	SUBWAY	U-SUBW-LINE	#40	DM65u	.20			
TELEPHONE	TELEPHONE	U-TELE-LINE	#200	DM67	.20			
WATER	8" WATER	U-WATR-LINE	YELLOW	DM6W	.30			
WATER (24" or Greater)	24" WATER	U-WATR-LINE	YELLOW &	DM6W	.30			
		U-WATR-LINE	#8 (HATCH)	ANSI31x15(30')	.09			

MATCH UTILITY NOT TO UTILITY LAYER MAKE TEXT: -WHITE -ROMANS -2.5

NOTE:

1. IF NECESSARY EXPLODE BLOCKS USING (BURST) IT WILL HOLD FONT, SIZE, COLOR, & LAYER PROPERTIES.
2. BLOCKS ARE CENTERED BY DEFAULT.
3. INSERT BLOCKS AT 1.25 UNIFORM SCALE FOR (30 SCALE) DGNS.

EFFECTIVE DATE: 4-4-06

UTILITIES	EL.	BLOCK NAME	LAYER
CATCH BASIN	CB	CB	U-SEWR-MON
SQUARE DRAIN	D	DR	U-SEWR-MON
ROUND DRAIN	D	DRR	U-SEWR-MON
ROOF DRAIN	D	DRRF	U-SEWR-MON
ELECTRIC BOX	CCEB	EB	U-ELEC-MON
FIRE ALARM BOX	CF	FCB	U-FIRE-MON
OIL FILL	CFILL	FILL	U-MISC-MON
GAS METER	CGM	GM	U-GAS-MON
GAS PIPE LINE	GP	GPL	U-GAS-MON
GAS VENT	GV	GLV	U-TRAF-MON
GAS VALVE	GG	GV	U-GAS-MON
GAS VENT PIPE	GC	GVP	U-GAS-MON
HIGH PRESSURE HYDRANT	HP	HPH	U-WATR-MON
HYDRANT-STANDPIPE	HO	HYD	U-WATR-MON
SPRINKLER	SK	SPKR	U-WATR-MON
STANDPIPE	ST	STAND	U-WATR-MON
STEAM VALVE	CSV	STV	U-STEAM-MON
TRAFFIC CONTROL BOX	TCB	TCB	U-TRAF-MON
PAY PHONE	CTEL	TEL	U-TELE-MON
UTILITY BOX	UB	UBOX	U-MISC-MON
WATER VALVE	CW	WV	U-WATR-MON
UNKNOWN VALVE	CT	TV	U-MISC-MON

TOPO	EL.	BLOCK NAME	LAYER
BORING HOLE	B	BH	S-MISC-MON
BUSH	B	BUSH	S-TREE
CONI. CNUTE	CCC	CC	S-MISC-MON
DROP CURB	-	DC	S-CURB-DROP
FIRST FLOOR	A	FF	ST-BLDG-ELEV
GUIDE RAIL	G	GR	S-GUIDE-RAIL
HEDGE			S-TREE
MAILBOX	CMB	MB	S-MISC-MON
MONITORING WELL	M	MW	S-MISC-MON
POINT OF CURVATURE	-	PC	S-CURB-LINE
PARKING METER	PK	PM	S-MISC-MON
POLE	-	POLE	S-MISC-MON
POST	-	POST	S-FENCE
SAPLIN		SAPLIN	S-TREE
DISPLAY SIGN		SIGN	S-MISC-MON
PINE		TE	S-TREE-PINE
TREE		TREE	S-TREE
TRAFFIC SIGN	CRS	TS	S-MISC-MON
VENT PIPE	V	VENT	S-MISC-MON
WELL		WELL	S-MISC-MON

CONTROL POINTS	EL.	BLOCK NAME	LAYER
BENCHMARK	-	BM	S-CONT-PNTS
CROSS-CUT	-	XCUT	
L-CUT	-	LCUT	
P-CUT	+	PCUT	
T-CUT	-	TCUT	
MIS MAL	+	MMS	
MONUMENT		MON	
NAIL	+	NAIL	
IRON PIPE		PIPE	
BRASS PLUG	+	PLUG	
PK NAIL	+	PK	
PUNCH 1 WAG	-	P1W	
PUNCH 2 WAG	-	P2W	
PUNCH 3 WAG	-	P3W	
PUNCH 4 WAG	-	P4W	
REBAR	-	REBAR	
RAILROAD SPIKE	+	SPIKE	
STAKE		STAK	
TRAVERSE	+	TRAV	
POINT	-	POINT	PNTS
WETLAND FLAG		WF	S-WETLAND-FLAG

TRAFFIC UTILITIES	EL.	BLOCK NAME	LAYER
LIGHT POLE BASE		LPB	U-TRAF-MON
TRAFFIC SIGNAL		WF	
PEDESTRIAN SIGNAL		WPS	
TRAFFIC SIGNAL W/PEDESTRIAN SIGNAL		WPS	
WOOD UTILITY POLE		WUP	
WOOD UTILITY POLE W/PIPE ALARM BOX		WUF	
WOOD UTILITY POLE W/PEDESTRIAN SIGNAL		WPS	
WOOD UTILITY POLE W/TRAFFIC SIGNAL		WT	
WOOD UTILITY POLE W/TRAFFIC SIGNAL & PED SIGNAL		WTPS	
WOOD UTILITY POLE W/STREET LIGHT		WL	
WOOD UTILITY POLE W/STREET LIGHT & PIPE ALARM BOX		WLUF	
WOOD UTILITY POLE W/STREET LIGHT & PEDESTRIAN SIGNAL		WLPS	
WOOD UTILITY POLE W/STREET LIGHT & TRAFFIC SIGNAL		WLT	
WOOD UTILITY POLE W/STREET LIGHT, TRAF. SIGNAL & PED. SIGNAL		WLTPS	
METAL STREET LIGHT		WL	
METAL STREET LIGHT W/PEDESTRIAN SIGNAL		WLPS	
METAL STREET LIGHT W/TRAFFIC SIGNAL		WLT	
METAL STREET LIGHT W/TRAFFIC SIGNAL & PEDESTRIAN SIGNAL		WLTPS	

MARKERS	EL.	BLOCK NAME	LAYER
CABLE TV MON	C	CATV	U-CABL-MON
BEGG OR ETES		BEGG/ETES	U-ELEC-MON
ELECTRIC	E	MHE	U-ELEC-MON
FIRE - N.Y.F.D.	F	MHF	U-FIRE-MON
GAS	G	MHG	U-GAS-MON
MANHOLE-UNKNOWN	M	MHU	U-MISC-MON
SEWER	S	MHS	U-SEWR-MON
STEAM	S	MHST	U-STEAM-MON
SUBWAY	S	MHSU	U-SUBW-MON
TELEPHONE	T	MHT	U-TELE-MON
WATER	W	MHW	U-WATR-MON
FROM RECORD		BMRK	ARROW

UNITED STATEMENTS / LINE WEIGHT 20MM / TEXT HEIGHT 2.5 / NOT FROM RECORD / COLOR BLUE / ARROWS ON 5.0 / BEGIN SCALE: 1.25

TECH. SUPPORT PEN ASSIGNMENT

COLOR NO.	PEN NO.	PEN WIDTH IN MM	SAMPLE
1	RED	.25	
2	YELLOW	.30	
3	GREEN	.45	
4	CYAN	.50	
5	BLUE	.60	
6	MAGENTA	1.00	
7	WHITE	.20	
8	8	.09	
22	22	.20	
40	40	.20	
50	50	.20	
72	72	.20	
80	80	.20	
90	90	.20	
111	111	.20	
121	121	.30	
150	150	.30	
200	200	.20	
230	230	.20	

USE PLOT STYLE TABLE NAMED: 2005-Standard-Black [Topo-Infra].CTB

ABBREVIATIONS

ABANDONED	ABDN
ABOVE GROUND; LINE	A.G.L.;L/
*ELECTRICAL	E
*TELEPHONE	T
*CABLE	C
*GAS	G
ALUMINUM	ALUM.
APARTMENT	APT.
ASPHALT	ASPH.
ASPHALT DRIVEWAY	A.DWY.
BASEMENT	BSMT.
BITUMINOUS	BITU.
BLOCK	BLK.
BLUESTONE	B.S.
BLUESTONE CURB	B.S.C.
BLUESTONE WALK	B.S.W.
BOTTOM OF CURB	B.C.
BRICK	BRK.
BRICK DRIVEWAY	B.DWY.
BUILDING	BLDG.
CAST IRON	CI.
CELLAR DOOR	CD
CENTER LINE	C.L.
CHAIN LINK FENCE	C.L.F.
CLEANOUT	CO.
COLUMN	COL.
COMBINED	COMB.
COMMERCIAL	COMM.
CONCRETE	CONC.
CONCRETE CURB	C.C.
CONCRETE DRIVEBWAY	C.DWY.
CONCRETE SIDEWALK	C.SW.
CONCRETE WALK	C.W.
CORRUGATE	CORR.
DIAMETER	DIA.
DOUBLE BARREL	D.B.
DRAINAGE	DRG.
DRIVEWAY	DWY.
DROP CURB	DC
EDGE OF PAVEMENT	E.O.P.
ELEVATION	ELEV.
EXISTING	EXIST.
FIRE ALARM	F.A.
FIRE DEPARTMENT	F.D.
FIRST FLOOR	FF
FLOWLINE	FL
FRAME	FRM.
GRANITE CURB	GRAN.C.
INACCESSIBLE	INACC.
INTERCEPTOR	INT.
INVERT (ELEVATION)	INV.
IRON FENCE	IF.
IRREGULAR	IRR.
LENGTH	L.
MAHOGUL	MH
NOT TO SCALE	N.T.S.
PAVEMENT	PVMT.
PAVERS	PAV.
POINT OF CURVATURE	P.C.
POINT OF INTERSECTION	P.I.
POINT OF TANGENCY	P.T.
PRECAST REINFORCED CONCRETE	P.R.C.
PIPE	PP
RECORD INFO.	REC.
REINFORCED CONCRETE PIPE	R.C.P.
RESIDENTIAL	RES.
RETAINING WALL	R.W.
RIGHT OF WAY (UTILITY)	R.O.W.
ROADWAY	ROWY.
SANITARY	SAN.
SEWER	SWR.
SIDEWALK	SW.
STANDARD	STD.
STEAM	ST.
STEEL	STL.
STEEL FACED CURB	S.F.C.
STEEL MOSED CURB	S.M.C.
STONE	STN.
STORM	STM.
STORY	STY.
TOP OF CURB	T.C.
TRAFFIC SIGN	T.S.
TYPICAL	TYP.
VACANT	VAC.
WOODEN FENCE	W.F.
WIRE FENCE	W.F.

MISC. ABBREVIATIONS

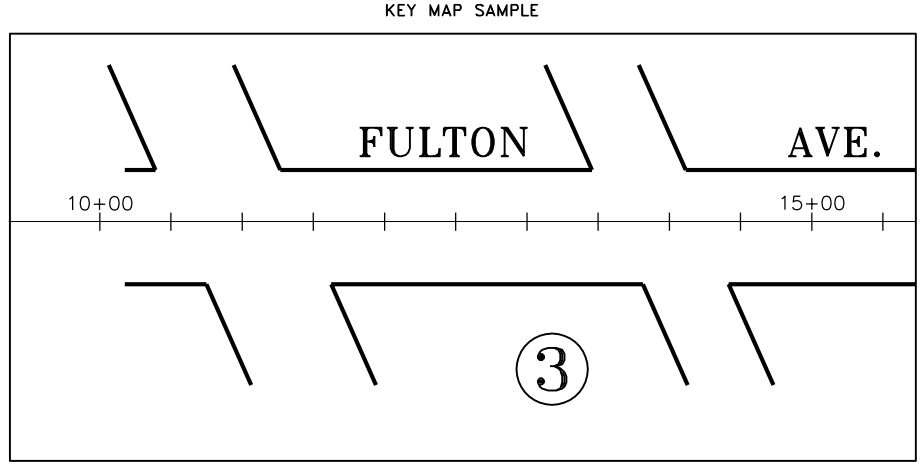
NORTH EAST	N.E.
NORTH WEST	N.W.
SOUTH EAST	S.E.
SOUTH WEST	S.W.
NORTH SIDE	N/S
SOUTH SIDE	S/S
WEST SIDE	W/S

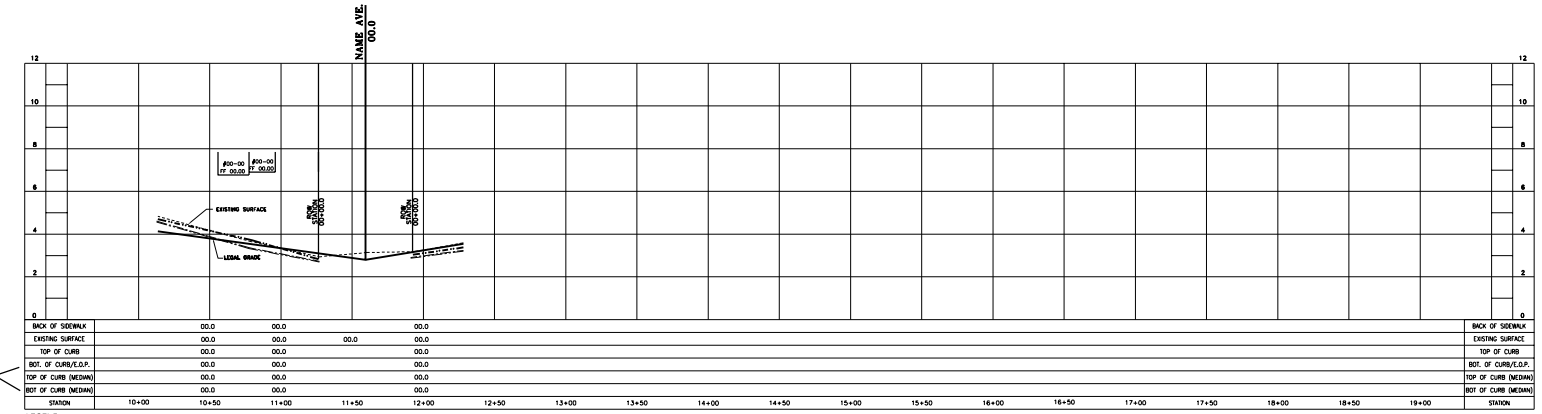
P=PROFILES

DESCRIPTION	EXAMPLE	LAYER	LINE COLOR BY LAYER	TEXT COLOR BY LAYER	LINE TYPE	LINE WEIGHT BY LAYER IN MM	TEXT	TEXT FONT	TEXT HEIGHT @30SCALE	BLOCK NAME
GRID		P-GRID	WHITE		CONTINUOUS	.20				
GRID-TEXT	10+00	P-GRID		WHITE			.20	ROMAN5	2.5	
HIGHWAY BUILDING	00+00 00+00	P-HWY-BLDG		WHITE	CONTINUOUS	.30	.20	ROMAN5	2.5	
HIGHWAY RIGHT-OF-WAY LINE	60.00' 60.00'	P-HWY-ROW	YELLOW		CONTINUOUS	.30	.30	ROMAN5	3.0	
LEGAL GRADE LINE	50TH AVE. DG-4	P-LEGAL-GRADE	CYAN	YELLOW	CONTINUOUS	.30				
CENTERLINE, EXISTING SURFACE		P-CENTERLINE	WHITE	WHITE	DASHED	.20	.20	ROMAN5	3.0	WITCH ELEVATION TEXT TO ROMAN5 AND LAYER WHITE
HIGHWAY BACK OF WALK		P-HWY-BCW	GREEN	WHITE	DIVIDE	.20	.20	ROMAN5	3.0	WHITE, ROMAN5/3.0
HIGHWAY TOP OF CURB		P-HWY-TOC	RED	WHITE	CENTER2	.20	.20	ROMAN5	3.0	WHITE,ROMAN5/3.0
SANITARY SEWER	12" SANIT	P-SEWR-SAN	131		DM6	.30		ROMAN5	3.0	WHITE, WITCH TEXT SIZE ROMAN5 AND LAYER WHITE
STORM SEWER	12" STORM	P-SEWR-STM	90		DM6	.30		ROMAN5	3.0	WHITE,ROMAN5/3.0
COMBINED SEWER	12" SEWER	P-SEWR-COMB	150		DM6	.30		ROMAN5	3.0	WHITE, CONTINUOUS
SEWER (TYPE UNKNOWN)	12" SEWER	P-SEWR	YELLOW		DM6	.30				
SEWER SHAFT CENTERLINE		MATCH SEWER LAYER	RED		CENTER2	.20			LTS=5	

DATE: 4/17/06

KEY MAP SAMPLE





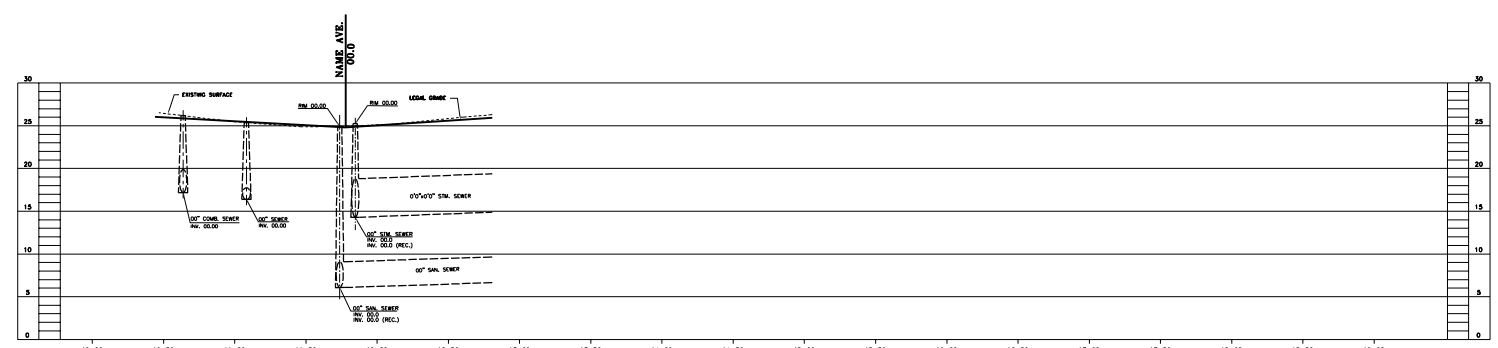
NO GRAPHICAL REPRESENTATION REQUIRED. ONLY CORRESPONDING ELEVATION INFORMATION REQUIRED FOR BOTTOM OF CURBS.

LEGEND

- EXISTING BACK OF SIDEWALK (OR ROW)
- EXISTING TOP OF CURB
- EXISTING SURFACE / ROADWAY CENTERLINE
- EXISTING TOP OF CURB (MEDIAN)
- LEGAL GRADE

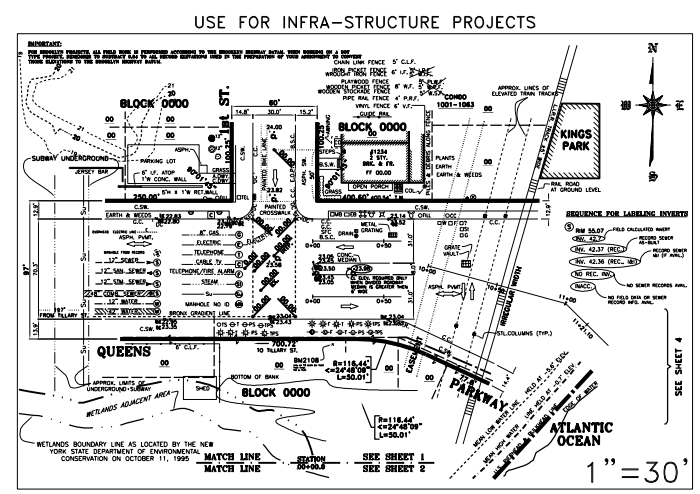
HIGHWAY PROFILE ALONG "SIDE" OF "STREET NAME"

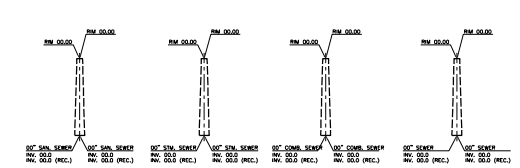
SCALE: VERT: 1" = 2' HORIZ: 1" = 30'



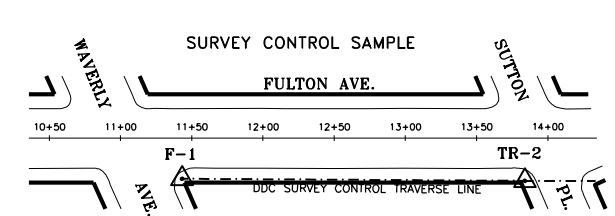
SCALE: VERT: 1" = 5' HORIZ: 1" = 30'

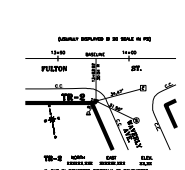
USE FOR INFRA-STRUCTURE PROJECTS

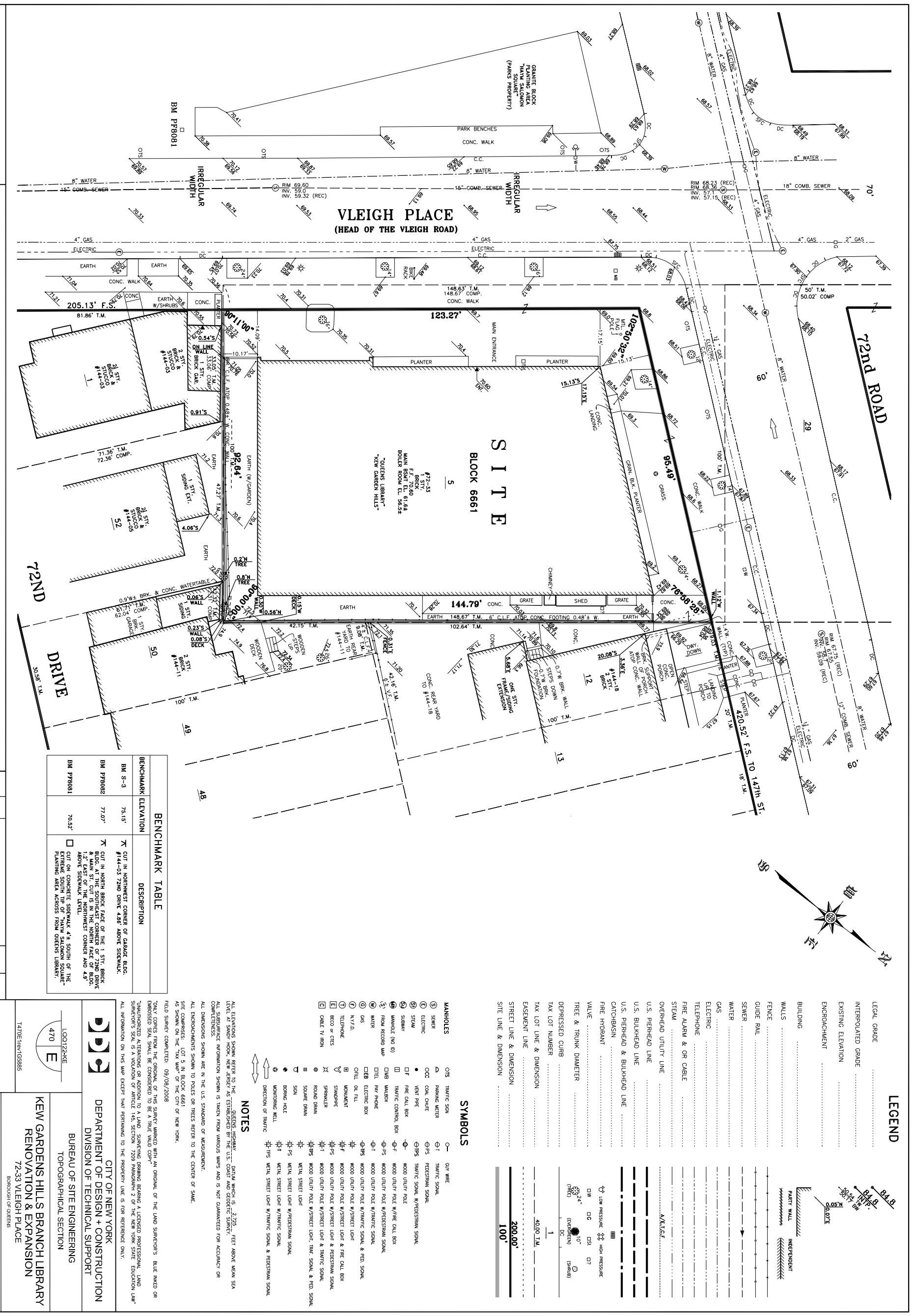




SURVEY CONTROL SAMPLE



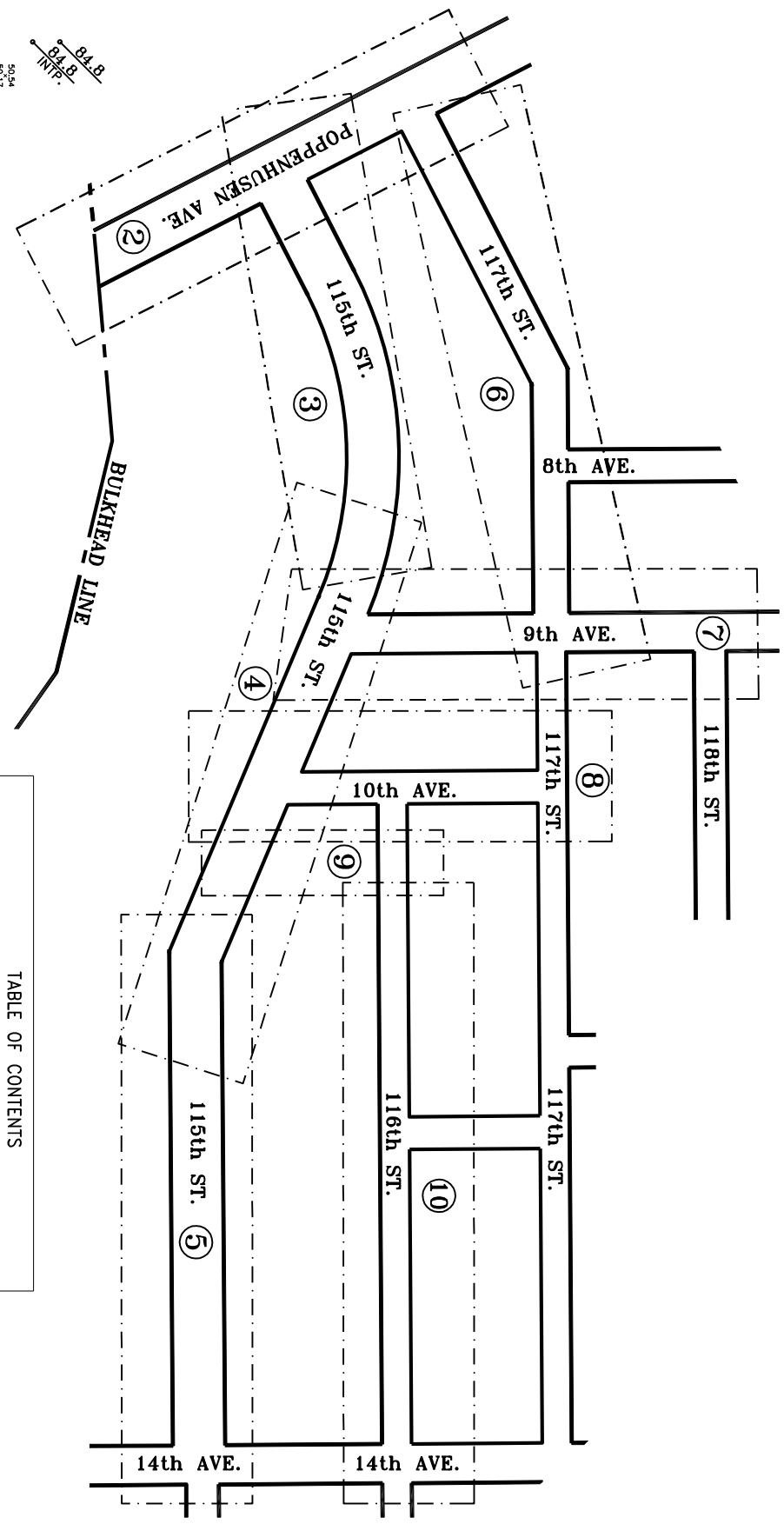




TOPO & PROPERTY LINE–SAMPLE

LEGEND

- LEGAL GRADE
- INTERPOLATED GRADE
- EXISTING ELEVATION — 84.8 / 84.8 INTP.
- BUILDING — 50.54 / 50.17
- WALLS — PARTY WALL / INDEPENDENT WALL
- FENCE
- GUIDE RAIL
- SEWER
- SEWER (24" or Greater) — 48" SEWER
- WATER
- WATER (24" or Greater) — 42" WATER
- GAS
- ELECTRIC
- TELEPHONE/FIRE ALARM/CABLE
- STEAM
- AERIAL UTILITY LINE — A/E.U.C.F.
- U.S. PIERHEAD LINE
- U.S. BULKHEAD LINE
- U.S. PIERHEAD & BULKHEAD LINE
- CATCHBASIN
- FIRE HYDRANT — LOW PRESSURE / HIGH PRESSURE
- VALVES — W / G / SI / ?
- HEDGES — HEDGES
- TREE & TRUNK DIAMETER — (TREE) / (EVERGREEN) / (SHRUB)
- DEPRESSED CURB — DC
- TAX LOT NUMBER — 1
- TAX LOT LINE
- TAX BLOCK LINE
- EASEMENT LINE
- STREET LINE & DIMENSION — 400.60'



KEY MAP

SCALE: 1" = 100'

TABLE OF CONTENTS

SHEETS	PLAN DESCRIPTION AND LOCATION
1	KEY MAP & LEGEND
2	PLAN & PROFILE-2 — POPPENHUSEN AVENUE FROM 115TH STREET TO 117TH STREET
3	PLAN & PROFILE-3 — 115TH STREET FROM POPPENHUSEN AVENUE TO 9TH AVENUE
4	PLAN & PROFILE-4 — 115TH STREET FROM 9TH AVENUE TO 14TH AVENUE
5	PLAN & PROFILE-5 — 115TH STREET FROM 10TH AVENUE TO 14TH AVENUE
6	PLAN & PROFILE-6 — 117TH STREET FROM POPPENHUSEN AVENUE TO 9TH AVENUE
7	PLAN & PROFILE-7 — 9TH AVENUE FROM 115TH STREET TO 117TH STREET
8	PLAN & PROFILE-8 — 10TH AVENUE FROM 115TH STREET TO 117TH STREET
9	PLAN & PROFILE-9 — EASEMENT FROM 115TH STREET TO 116TH STREET
10	PLAN & PROFILE-10 — 116TH STREET FROM EASEMENT TO 14TH AVENUE
10	TOTAL

SYMBOLS

MANHOLES

- SEWER
- ELECTRIC
- STEAM
- SUBWAY
- MANHOLE (NO ID)
- FROM RECORD MAP
- WATER
- GAS
- N.Y.F.D.
- TELEPHONE
- BECO or CTES
- CABLE TV IRON

- TRAFFIC SIGN
- PARKING METER
- COAL CHUTE
- VENT PIPE
- FIRE ALARM BOX
- TRAFFIC CONTROL BOX
- MAILBOX
- PAY PHONE
- ELECTRIC BOX
- OIL FILL
- MONUMENT
- STANDPIPE
- SPRINKLER
- ROUND DRAIN
- SQUARE DRAIN
- SIGN
- BORING HOLE
- MONITORING WELL
- DIRECTION OF TRAFFIC

- GUY WIRE
- TRAFFIC SIGNAL
- PEDESTRIAN SIGNAL
- TRAFFIC SIGNAL W/PEDESTRIAN SIGNAL
- WOOD UTILITY POLE
- WOOD UTILITY POLE W/FIRE ALARM BOX
- WOOD UTILITY POLE W/PEDESTRIAN SIGNAL
- WOOD UTILITY POLE W/TRAFFIC SIGNAL
- WOOD UTILITY POLE W/TRAFFIC SIGNAL & PED. SIGNAL
- WOOD UTILITY POLE W/STREET LIGHT
- WOOD UTILITY POLE W/STREET LIGHT & FIRE ALARM BOX
- WOOD UTILITY POLE W/STREET LIGHT & PEDESTRIAN SIGNAL
- WOOD UTILITY POLE W/STREET LIGHT & TRAFFIC SIGNAL
- WOOD UTILITY POLE W/STREET LIGHT, TRAF. SIGNAL & PED. SIGNAL
- METAL STREET LIGHT
- METAL STREET LIGHT W/PEDESTRIAN SIGNAL
- METAL STREET LIGHT W/TRAFFIC SIGNAL
- METAL STREET LIGHT W/TRAFFIC SIGNAL & PEDESTRIAN SIGNAL

ABBREVIATIONS

ABANDONED	ABDN.
AERIAL UTILITY LINE	A/E.U.C.F
*ELECTRICAL	E
*TELEPHONE	T
*CABLE	C
*FIRE	F
ALUMINUM	ALUM.
APARTMENT	APT.
ASPHALT	ASPH.
ASPHALT DRIVEWAY	A.DWY.
BASEMENT	BSMT.
BITUMINOUS	BIT.
BLOCK	BLK.
BLUESTONE	B.S.
BLUESTONE CURB	B.S.C.
BLUESTONE WALK	B.S.W.
BOTTOM OF CURB	B.C.
BUILDING	BLDG.
CAST IRON	C.I.
CELLAR DOOR	CD
CENTER LINE	C.L.
CHAIN LINK FENCE	C.L.F.
CHAMFER	CH.
COLUMN	COL.
COMBINED	COMB.
COMMERCIAL	COMM.
CONCRETE	CONC.
CONCRETE CURB	C.CURB
CONCRETE DRIVEWAY	C.DWY.
CONCRETE SIDEWALK	C.SW.
CONCRETE WALK	C.W.
CONTINUED	CON.
DIAMETER	DIA.
DOUBLE BARREL	D.B.
DRAWING	DWG.
DRIVEWAY	DWY.
DROP CURB	D.C.
EDGE OF PAVEMENT	E.O.P.
ELEVATION	ELEV.
EXISTING	EXIST.
FIRE ALARM	F.A.
FIRE DEPARTMENT	F.D.
FIRST FLOOR	F.F.
FRAME	FR.
GRANITE	GRAN.
GRANITE CURB	GRAN.C.
INACCESSIBLE	INACC.
INTERSECTION	INT.
INVERT (ELEVATION)	INV.
IRON FENCE	I.F.
IRREGULAR	IRR.
LENGTH	L
MANHOLE	MH.
NOT TO SCALE	N.T.S.
PAVEMENT	PVMT.
POINT OF CURVATURE	P.C.
POINT OF INTERSECTION	P.I.
POINT OF TANGENCY	P.T.
PRECAST REINFORCED CONCRETE	P.R.C.
RADIUS	R
RECORD INFO.	REC.
REINFORCED CONCRETE PIPE	R.C.P.
RETAINING WALL	R.W.
RETIRED (UTILITY)	RET.
ROADWAY	RDWY.
SEWER	SEWR.
SIDEWALK	SWK.
STANDARD	STD.
STEAM	ST.
STEEL	STL.
STEEL FACED CURB	S.F.C.
STEEL MOSED CURB	STL.
STONE	STN.
STREET	STM.
STORY	STY.
TOP OF CURB	T.C.
TRAFFIC SIGN	T.S.
TYPICAL	TYP.
VACANT	VAC.
WOODEN FENCE	W.F.
VINYL FENCE	V.F.

MISC. ABBREVIATIONS

NORTH EAST	N.E.
NORTH WEST	N.W.
SOUTH EAST	S.E.
SOUTH WEST	S.W.
EAST SIDE	E/S
NORTH SIDE	N/S
SOUTH SIDE	S/S
WEST SIDE	W/S

NO.	DATE	DESCRIPTIONS	BY	APPR'D

REVISIONS

DESIGNED ____ DRAWN M. MURRAY TRACED ____ CHECKED W. OATMAN

SCALE AS SHOWN

GROUP LEADER ____ P.E. ____ ENGINEER IN CHARGE, IN HOUSE DESIGN

CADD FILE T3797A1key05796

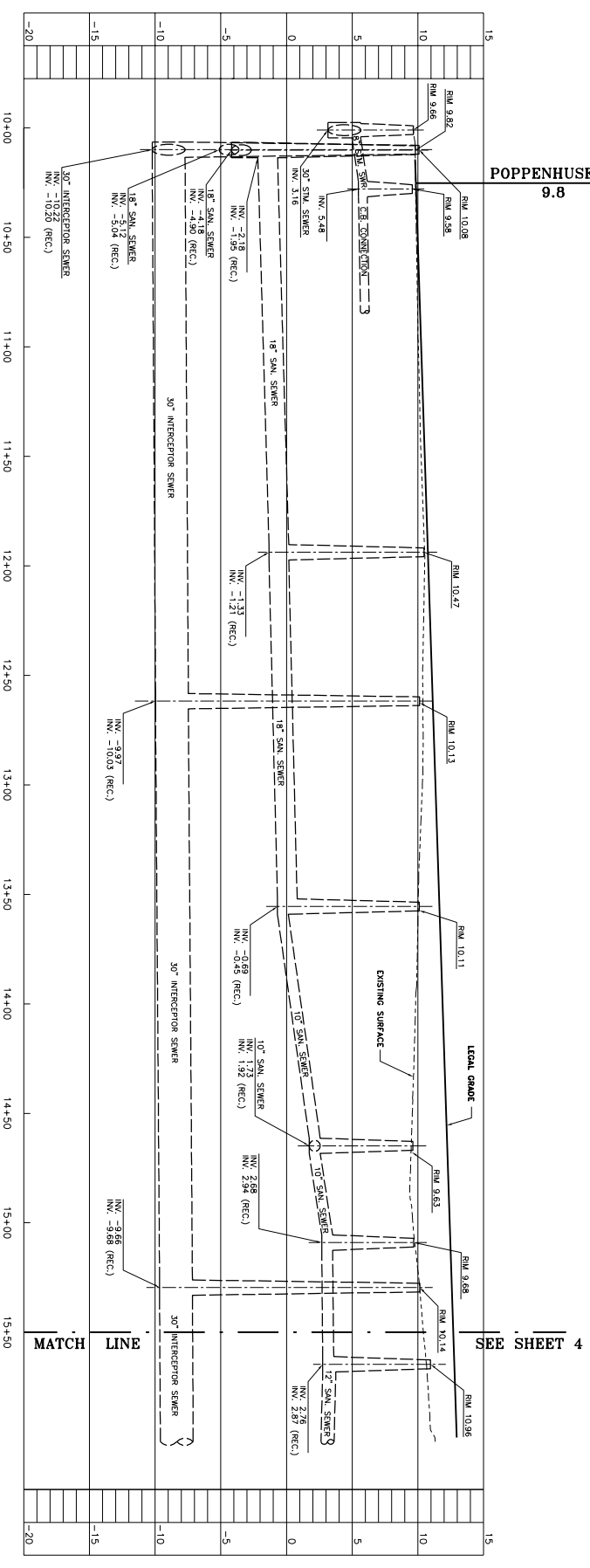
CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT
BUREAU OF SITE ENGINEERING
TOPOGRAPHICAL SECTION

PROJECT ID SEQ200464
FOR THE CONSTRUCTION OF
STORM AND SANITARY SEWERS IN 9TH AVENUE, ETC.
115TH STREET FROM POPPENHUSEN AVENUE TO 14TH AVENUE
BOROUGH OF QUEENS
KEY MAP & LEGEND

3797 / A — DATE: 09/28/10

SHEET ____ OF ____ — 1K/10

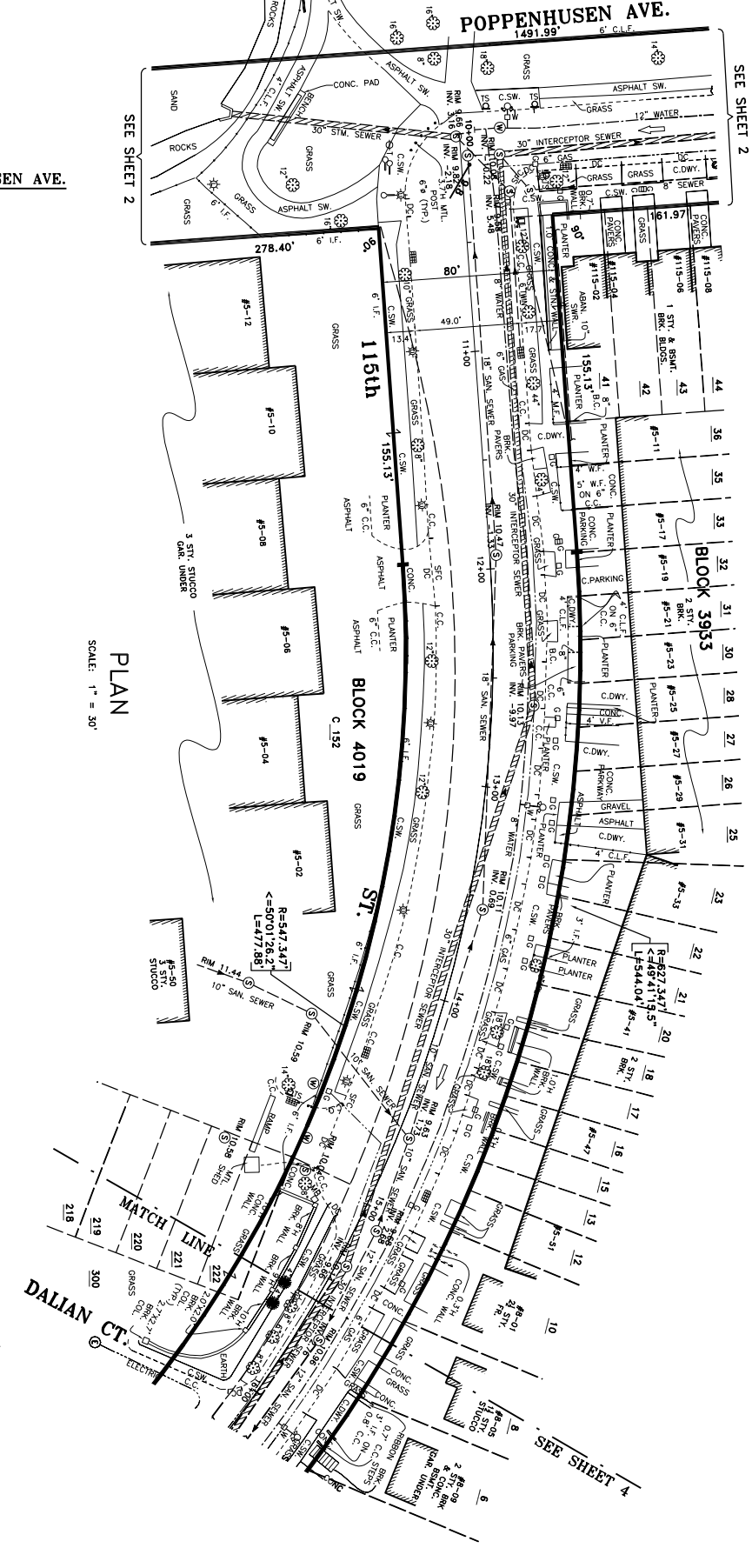
DEP-KEY MAP & LEGEND-SAMPLE



SEWER PROFILE ALONG 115TH STREET

SCALE: VERT: 1" = 5'
HORIZ: 1" = 30'

NOTE: ALL ELEVATIONS REFER TO THE BOROUGH OF QUEENS HIGHWAY DATUM, WHICH IS 2.725 FEET ABOVE MEAN SEA LEVEL AT SANDY HOOK, NEW JERSEY AS ESTABLISHED BY THE U.S. COAST AND GEODETIC SURVEY.



PLAN

SCALE: 1" = 30'

"ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE A TRUE VALID COPY"

"UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING DRAWING BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, PARAGRAPH 2 OF THE NEW YORK STATE EDUCATION LAW"

FIELD SURVEY WAS COMPLETED IN: JULY 12, 2010

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP.

NO.	DATE	DESCRIPTIONS	BY	APPR'D

REVISIONS

DESIGNED_____
DRAWN M. MURRAY
TRACED_____
CHECKED W. OATMAN

SCALE
AS SHOWN

CADD FILE T3797ASC5796

_____
GROUP LEADER

_____
P.E.
ENGINEER IN CHARGE, IN HOUSE DESIGN

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT
BUREAU OF SITE ENGINEERING
TOPOGRAPHICAL SECTION

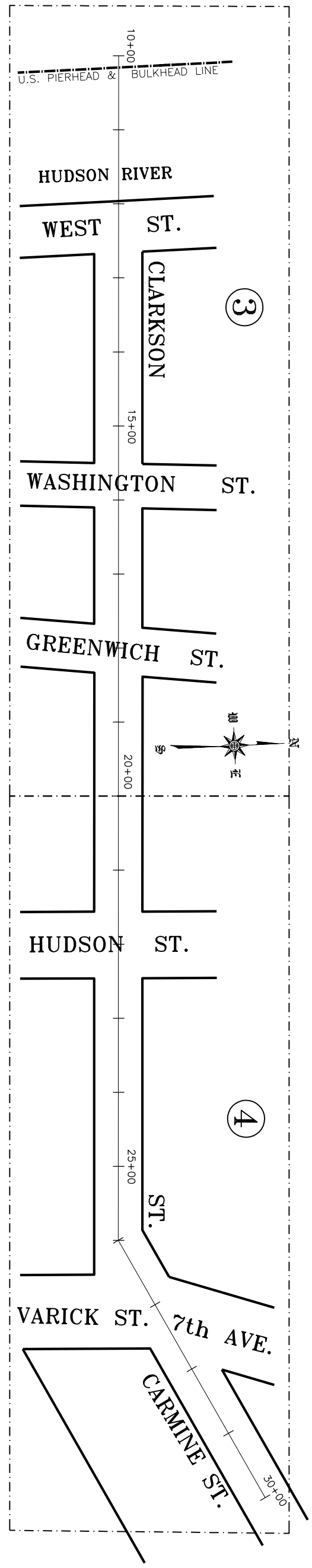
PROJECT ID SEQ200464
FOR THE CONSTRUCTION OF
STORM AND SANITARY SEWERS IN 9TH AVENUE, ETC.
115TH STREET FROM POPPENHUSEN AVENUE TO 14TH AVENUE
BOROUGH OF QUEENS
PLAN AND PROFILE

3797 / A

DATE 09/28/10

SHEET 3 OF 10

DEP-PLAN AND PROFILE-SAMPLE



KEY MAP

SCALE: 1" = 60'

LEGEND

LEGAL GRADE
INTERPOLATED GRADE
EXISTING ELEVATION
BUILDING
WALLS — PARTY WALL — INDEPENDENT WALL
FENCE
GUIDE RAIL
SEWER
SEWER (24" or Greater) — 48" SEWER
WATER — 12" WATER
WATER (24" or Greater)
GAS
ELECTRIC
TELEPHONE/FIRE ALARM/CABLE
STEAM
AERIAL UTILITY LINE — A/E.T.C.F.
U.S. PIERHEAD LINE
U.S. BULKHEAD LINE
U.S. PIERHEAD & BULKHEAD LINE
CATCHBASIN
FIRE HYDRANT — LOW PRESSURE — HIGH PRESSURE
VALVES — W — G — St — ?
HEDGES
TREE & TRUNK DIAMETER — (TREE) — (EVERGREEN) — (SHRUB) — DC
DEPRESSED CURB
TAX LOT NUMBER — 1
TAX LOT LINE
TAX BLOCK LINE
EASEMENT LINE
STREET LINE & DIMENSION — 400.60'

TABLE OF CONTENTS

SECTION	SHEETS	DESCRIPTION
1	1	KEY MAP & LEGEND
2	2	SURVEY CONTROL
3	3-6	3T, 3B, 3H, 3U
4	7-11	4T, 4B, 4H, 4U1, 4U2
	12	TOTAL

SYMBOLS

MANHOLES
- SEWER
- ELECTRIC
- STEAM
- SUBWAY
- MANHOLE (NO ID)
- FROM RECORD MAP
- WATER
- GAS
- N.Y.F.D.
- TELEPHONE
- BECO or CTES
- CABLE TV IRON

OTS TRAFFIC SIGN
PARKING METER
OCC COAL CHUTE
VENT PIPE
FIRE ALARM BOX
TRAFFIC CONTROL BOX
MB MAILBOX
TEL PAY PHONE
EB ELECTRIC BOX
OFILL OIL FILL
MONUMENT
STANDPIPE
SPRINKLER
ROUND DRAIN
SQUARE DRAIN
SIGN
BORING HOLE
MONITORING WELL
DIRECTION OF TRAFFIC

GUY WIRE
T TRAFFIC SIGNAL
PS PEDESTRIAN SIGNAL
TPS TRAFFIC SIGNAL W/PEDESTRIAN SIGNAL
WOOD UTILITY POLE
F WOOD UTILITY POLE W/FIRE ALARM BOX
PS WOOD UTILITY POLE W/PEDESTRIAN SIGNAL
T WOOD UTILITY POLE W/TRAFFIC SIGNAL
TPS WOOD UTILITY POLE W/TRAFFIC SIGNAL & PED. SIGNAL
WOOD UTILITY POLE W/STREET LIGHT
F WOOD UTILITY POLE W/STREET LIGHT & FIRE ALARM BOX
PS WOOD UTILITY POLE W/STREET LIGHT & PEDESTRIAN SIGNAL
T WOOD UTILITY POLE W/STREET LIGHT & TRAFFIC SIGNAL
TPS WOOD UTILITY POLE W/STREET LIGHT, TRAF. SIGNAL & PED. SIGNAL
METAL STREET LIGHT
PS METAL STREET LIGHT W/PEDESTRIAN SIGNAL
T METAL STREET LIGHT W/TRAFFIC SIGNAL
TPS METAL STREET LIGHT W/TRAFFIC SIGNAL & PEDESTRIAN SIGNAL

ABBREVIATIONS

ABANDONED	ABDN.
AERIAL UTILITY LINE	A/E.T.C.F
*ELECTRICAL	E
*TELEPHONE	T
*CABLE	C
*FIRE	F
ALUMINUM	ALUM.
APARTMENT	APT.
ASPHALT	ASPH.
ASPHALT DRIVEWAY	A.DWY.
BASEMENT	BSMT.
BITUMINOUS	BIT.
BLOCK	BLK.
BLUESTONE	B.S.
BLUESTONE CURB	B.S.C.
BLUESTONE WALK	B.S.W.
BOTTOM OF CURB	B.O.C.
BRICK	BRK.
BUILDING	BLDG.
CAST IRON	C.I.
CELLAR DOOR	C.D.
CHAIN LINK FENCE	C.L.F.
CHAMBER	CH.
COLUMN	COL.
COMBINED	COMB.
COMMUNAL	COMM.
CONCRETE	CONC.
CONCRETE CURB	C.C.
CONCRETE DRIVEWAY	C.DWY.
CONCRETE SIDEWALK	C.S.W.
CONCRETE WALK	C.W.
CORNER	COR.
DIAMETER	DIA.
DOUBLE BARREL	D.B.
DRAWING	DWG.
DRIVEWAY	DWY.
DROP OF CURB	D.O.C.
EDGE OF PAVEMENT	E.O.P.
ELEVATION	ELEV.
EXISTING	EXIST.
FIRE ALARM	F.A.
FIRE DEPARTMENT	F.D.
FIRST FLOOR	FF.
FRAME	FR.
GRANITE	GRAN.
GRANITE CURB	GRAN.C.
INACCESSIBLE	INACC.
INTERCEPTOR	INT.
INVERT (ELEVATION)	INV.
IRON FENCE	I.F.
IRREGULAR	IRR.
LENGTH	L
MANHOLE	MH
NOT TO SCALE	N.T.S.
PAVEMENT	PVMT.
POINT OF CURVATURE	P.C.
POINT OF INTERSECTION	P.I.
POINT OF TANGENCY	P.T.
PRECAST REINFORCED CONCRETE	P.R.C.
RADIUS	R.
RECORD INFO.	REC.
REINFORCED CONCRETE PIPE	R.C.P.
RESIDENTIAL	RES.
RETAINING WALL	R.W.
RETIRED (UTILITY)	RET.
ROADWAY	ROWY.
SANITARY	SAN.
SEWER	SWR.
SIDEWALK	SWK.
STANDARD	STD.
STEAM	ST.
STEEL	STL.
STEEL FACED CURB	SFC.
STEEL NOSED CURB	S.N.C.
STONE	STN.
STORM	STM.
STORY	STY.
TOP OF CURB	T.C.
TRAFFIC SIGN	T.S.
TYPICAL	TYP.
VACANT	VAC.
WOODEN FENCE	W.F.
VINYL FENCE	V.F.

MISC. ABBREVIATIONS

NORTH EAST	N.E.
NORTH WEST	N.W.
SOUTH EAST	S.E.
SOUTH WEST	S.W.
EAST SIDE	E/S
NORTH SIDE	N/S
SOUTH SIDE	S/S
WEST SIDE	W/S

NO.	DATE	DESCRIPTIONS	BY	APPR'D

REVISIONS

DESIGNED
DRAWN N.LITVINOVA
TRACED
CHECKED W. OATMAN

SCALE AS SHOWN

GROUP LEADER

CADD FILE T3815A11KC5846

P.E. ENGINEER IN CHARGE, IN HOUSE DESIGN

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT
BUREAU OF SITE ENGINEERING
TOPOGRAPHICAL SECTION

PROJECT ID HWMCLARK
FOR THE CONSTRUCTION OF
RECONSTRUCTION OF CLARKSON STREET
CLARKSON ST. FROM WEST STREET TO 7th AVENUE
BOROUGH OF MANHATTAN
KEY MAP & LEGEND

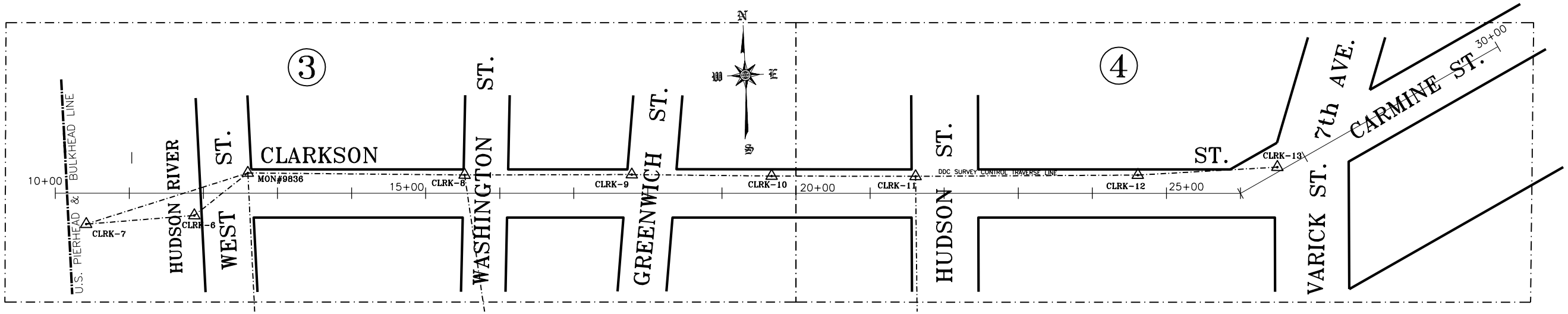
3815 A

DATE: 12/03/10

SHEET OF

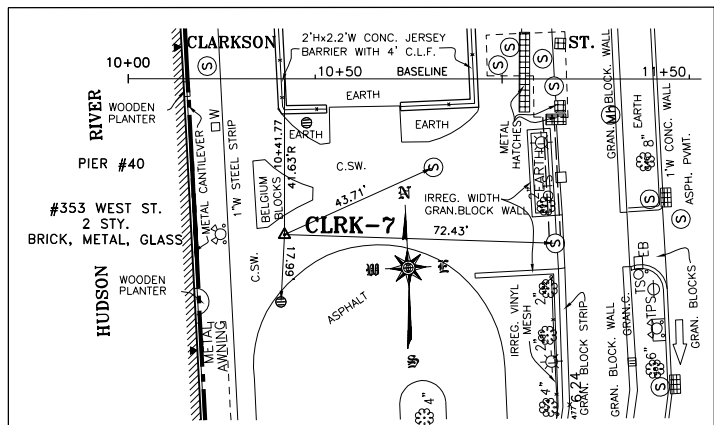
1K 1

DOT-KEY MAP & LEGEND-SAMPLE



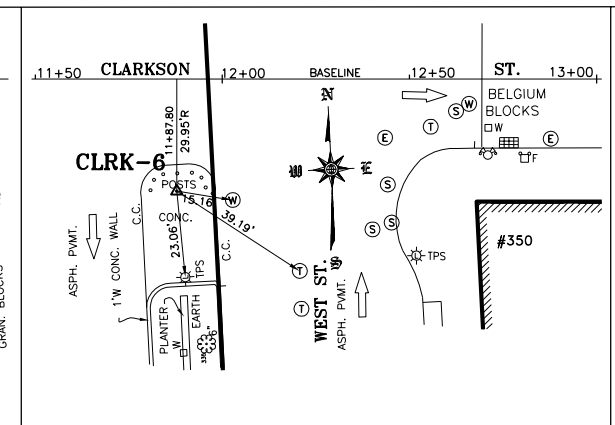
SURVEY CONTROL PLAN

SCALE: 1" = 60'



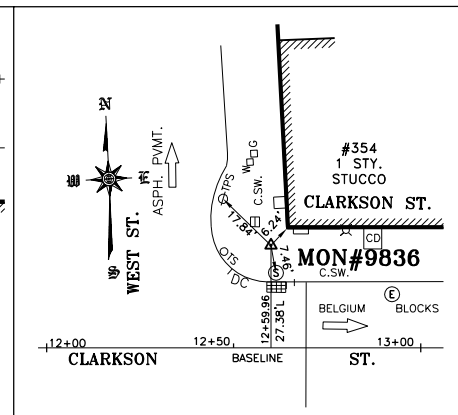
CLRK-7	NORTH	EAST	ELEV.
	10701.68	−12686.43	5.79

X-CUT IN CONCRETE SIDEWALK IN FRONT OF PIER #40 AT #353 WEST ST.



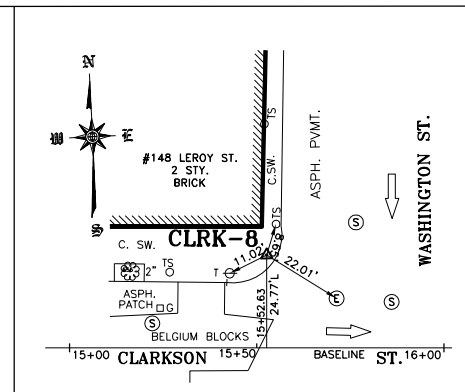
CLRK-6	NORTH	EAST	ELEV.
	10766.79	−12555.23	6.76

X-CUT IN CONCRETE DIVIDER OF TRAFFIC AT #350 WEST ST.



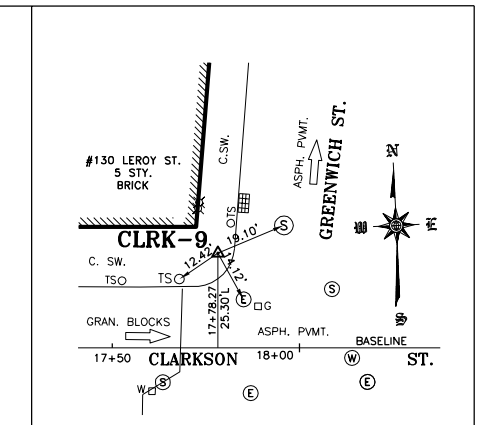
MON#9836	NORTH	EAST	ELEV.
	10846.85	−12509.54	5.23

X-CUT IN CONCRETE SIDEWALK AT NORTHEAST CORNER OF CLARKSON STREET & WEST STREET.



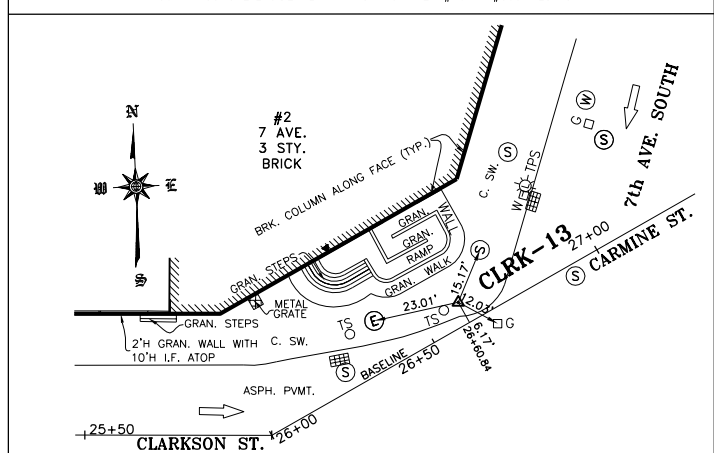
CLRK-8	NORTH	EAST	ELEV.
	10953.22	−12236.88	9.75

X-CUT IN CONCRETE SIDEWALK AT NORTHWEST CORNER OF CLARKSON STREET & WASHINGTON STREET.



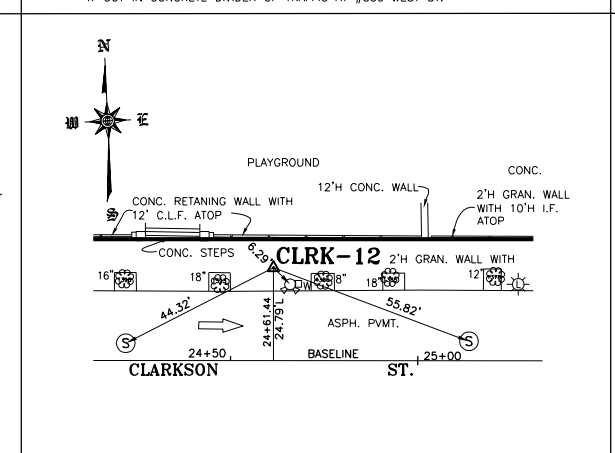
CLRK-9	NORTH	EAST	ELEV.
	11037.59	−12027.61	12.04

X-CUT IN CONCRETE SIDEWALK AT NORTHWEST CORNER OF CLARKSON STREET & GREENWICH STREET.



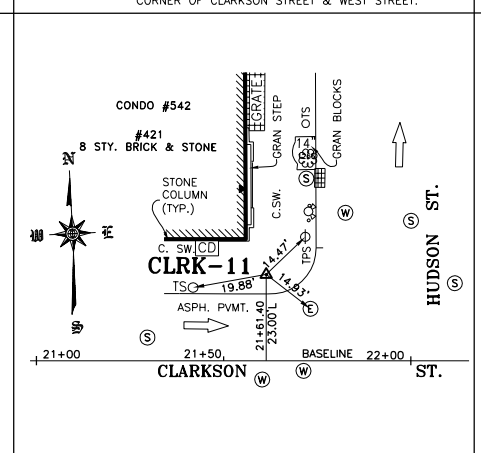
CLRK-13	NORTH	EAST	ELEV.
	11371.07	−11222.30	10.28

X-CUT IN CONCRETE SIDEWALK AT NORTH SIDE OF CLARKSON STREET AT THE CROSSING WITH 7th AVE. SOUTH IN FRONT OF BUILDING #2 AT 7 AVENUE.



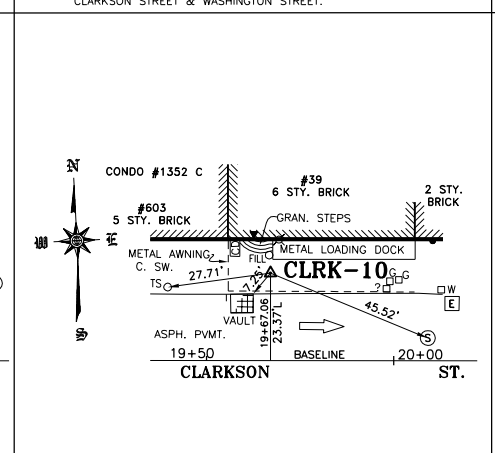
CLRK-12	NORTH	EAST	ELEV.
	11291.09	−11393.20	12.40

X-CUT IN CONCRETE SIDEWALK AT NORTH SIDE OF CLARKSON STREET IN FRONT OF PLAYGROUND.



CLRK-11	NORTH	EAST	ELEV.
	11177.89	−11671.08	14.58

X-CUT IN CONCRETE SIDEWALK AT NORTHWEST CORNER OF CLARKSON STREET & HUDSON STREET.



CLRK-10	NORTH	EAST	ELEV.
	11105.99	−11851.63	13.29

X-CUT IN CONCRETE SIDEWALK AT NORTH SIDE OF CLARKSON STREET IN FRONT OF BUILDING #39

BENCHMARK TABLE

BENCHMARK	ELEVATION	DESCRIPTION
VP-310	11.82	L CUT AT SOUTHWEST CORNER OF BOTTOM CONCRETE STEPS TO THE MOST WESTERLY ENTRANCE TO #83 CLARKSON STREET (PUBLIC SWIMMING POOL)
VP-311	7.10	L CUT ON THE MOST EASTERLY EDGE OF CONCRETE RAMP TO #75 CLARKSON STREET. CUT IS ±5' SOUTH OF FACE OF THE BUILDING AND ±4' ABOVE CONCRETE SIDEWALK.

TRAVERSE TIES

"ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE A TRUE VALID COPY"

FIELD SURVEY WAS COMPLETED IN: AUGUST 31, 2010

"UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING DRAWING BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, PARAGRAPH 2 OF THE NEW YORK STATE EDUCATION LAW"

NOTE: ALL ELEVATIONS REFER TO THE BOROUGH OF MANHATTAN DATUM, WHICH IS 2.750 FEET ABOVE MEAN SEA LEVEL AT SANDY HOOK, NEW JERSEY AS ESTABLISHED BY THE U.S. COAST AND GEODETIC SURVEY.

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP.

NO.	DATE	DESCRIPTIONS	BY	APPR'D

REVISIONS

DESIGNED_____
DRAWN N.LITVINOVA
TRACED_____
CHECKED W. OATMAN

SCALE AS SHOWN

CADD FILE T3815A2SCG5846

GROUP LEADER

P.E.
ENGINEER IN CHARGE, IN HOUSE DESIGN

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT
BUREAU OF SITE ENGINEERING
TOPOGRAPHICAL SECTION

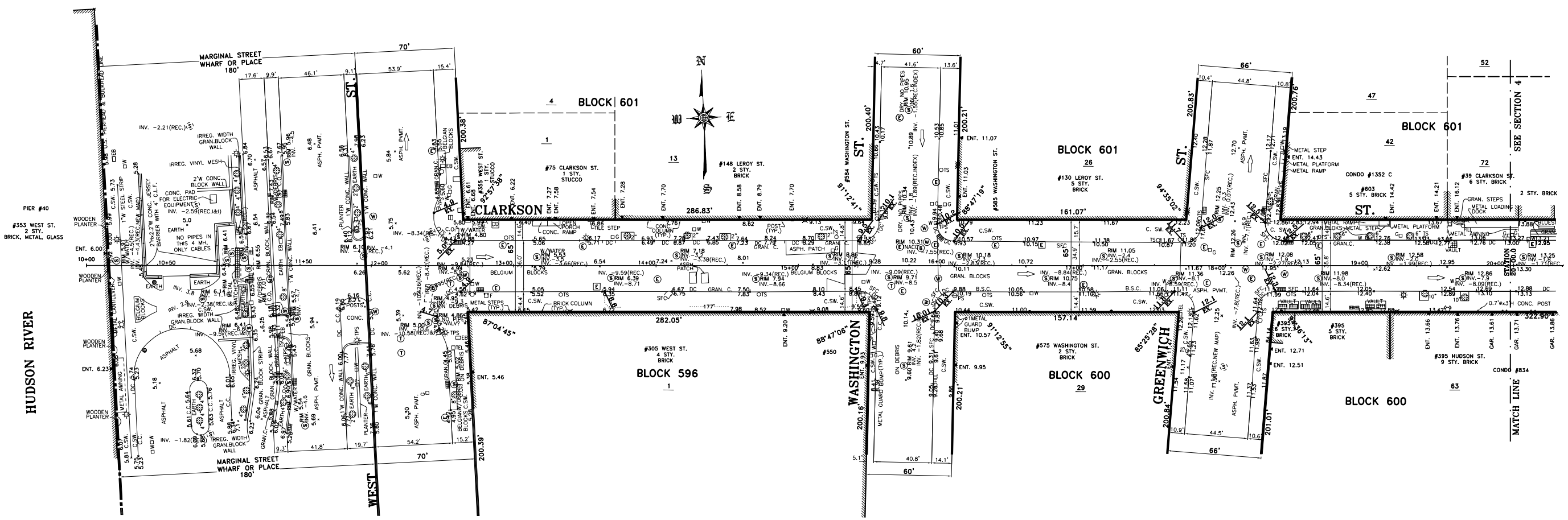
PROJECT ID HWMCLARK
FOR THE CONSTRUCTION OF
RECONSTRUCTION OF CLARKSON STREET
CLARKSON ST. FROM WEST STREET TO 7th AVENUE
BOROUGH OF MANHATTAN
SURVEY CONTROL

3815 A

DATE: 12/03/10

SHEET OF 2SC/2

DOT-SURVEY CONTROL-SAMPLE



PLAN

SCALE: 1" = 30'

"ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE A TRUE VALID COPY"

"UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING DRAWING BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, PARAGRAPH 2 OF THE NEW YORK STATE EDUCATION LAW"

FIELD SURVEY WAS COMPLETED IN: AUGUST 31, 2010

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP.

NOTE: ALL ELEVATIONS REFER TO THE BOROUGH OF MANHATTAN DATUM, WHICH IS 2.750 FEET ABOVE MEAN SEA LEVEL AT SANDY HOOK, NEW JERSEY AS ESTABLISHED BY THE U.S. COAST AND GEODETIC SURVEY.

NO.	DATE	DESCRIPTIONS	BY	APPR'D

REVISIONS

DESIGNED_____
DRAWN M.LITVINOVA
TRACED_____
CHECKED W. OATMAN

SCALE AS SHOWN

CADD FILE T3815A3TG5846

GROUP LEADER

P.E.
ENGINEER IN CHARGE, IN HOUSE DESIGN

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT
BUREAU OF SITE ENGINEERING
TOPOGRAPHICAL SECTION

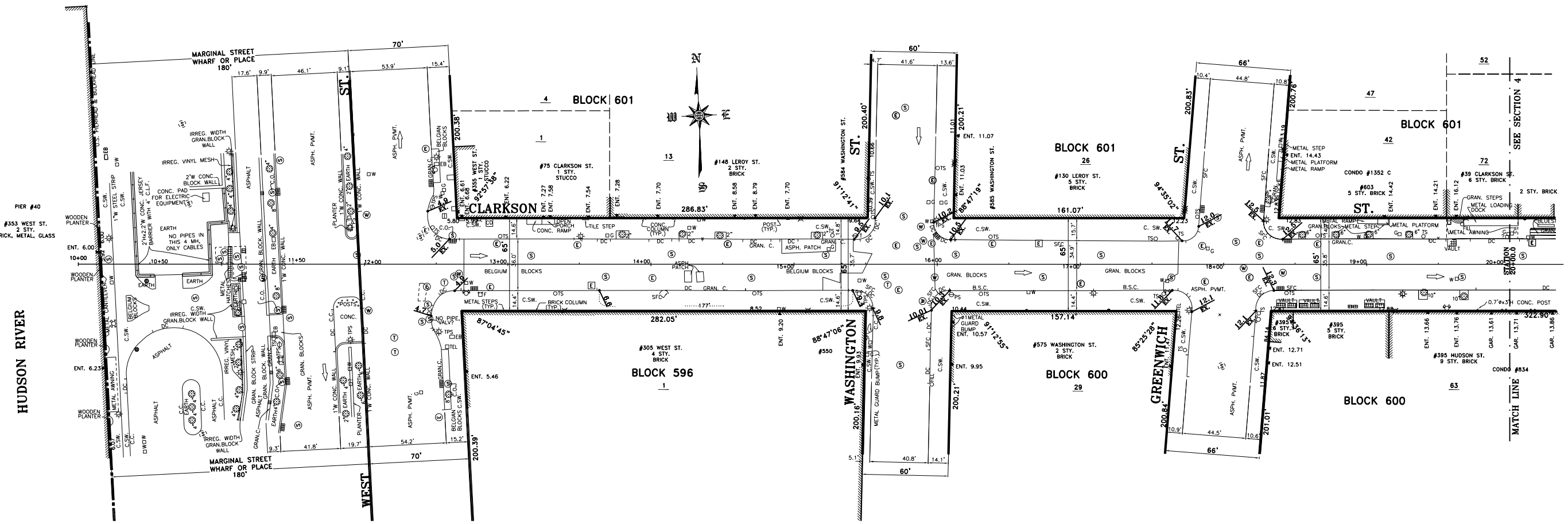
PROJECT ID HWMCLARK
FOR THE CONSTRUCTION OF
RECONSTRUCTION OF CLARKSON STREET
CLARKSON ST. FROM WEST STREET TO 7th AVENUE
BOROUGH OF MANHATTAN
TOPOGRAPHICAL PLAN

3815 A

DATE: 12/03/10

SHEET OF 3T 3

DOT – TOPOGRAPHICAL – SAMPLE



PLAN

SCALE: 1" = 30'

"ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S BLUE INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE A TRUE VALID COPY"

"UNAUTHORIZED ALTERATIONS OR ADDITION TO A LAND SURVEYING DRAWING BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF ARTICLE 145, SECTION 7209, PARAGRAPH 2 OF THE NEW YORK STATE EDUCATION LAW"

FIELD SURVEY WAS COMPLETED IN: AUGUST 31, 2010

LOCATIONS, EXTENT AND SIZES OF UNDERGROUND UTILITIES AND SUBSTRUCTURES HAVE BEEN DETERMINED FROM RECORD INFORMATION, SUPPLEMENTED BY DATA OBTAINED IN THE FIELD. ACCURACY OF THIS UTILITY DATA IS NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES AND SUBSTRUCTURES, WHETHER FUNCTIONAL OR ABANDONED, ARE SHOWN ON THIS MAP.

NOTE: ALL ELEVATIONS REFER TO THE BOROUGH OF MANHATTAN DATUM, WHICH IS 2.750 FEET ABOVE MEAN SEA LEVEL AT SANDY HOOK, NEW JERSEY AS ESTABLISHED BY THE U.S. COAST AND GEODETIC SURVEY.

NO.	DATE	DESCRIPTIONS	BY	APPR'D
		REVISIONS		

DESIGNED_____
DRAWN N.LITVINOVA
TRACED_____
CHECKED W. OATMAN

SCALE
AS SHOWN

CADD FILE T3815A3BG5846

GROUP LEADER

P.E.
ENGINEER IN CHARGE, IN HOUSE DESIGN

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT
BUREAU OF SITE ENGINEERING
TOPOGRAPHICAL SECTION

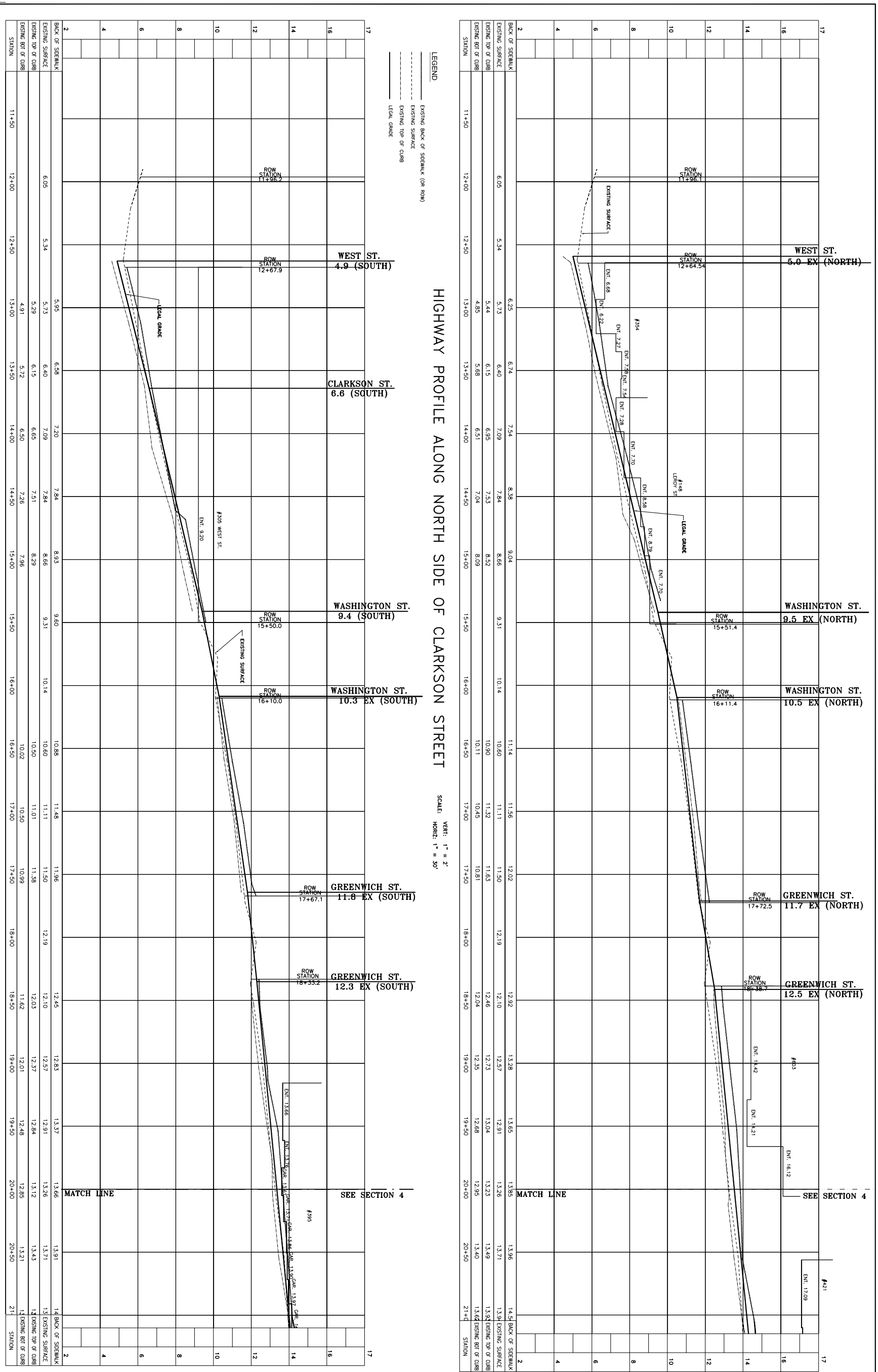
PROJECT ID HWMCLARK
FOR THE CONSTRUCTION OF
RECONSTRUCTION OF CLARKSON STREET
CLARKSON ST. FROM WEST STREET TO 7th AVENUE
BOROUGH OF MANHATTAN
CLEAN BASE PLAN

3815
A

DATE: 12/03/10

SHEET OF 3B/4

DOT-CLEAN BASE PLAN-SAMPLE



NO.	DATE	DESCRIPTIONS	BY	APPR'D

REVISIONS

DESIGNED _____
DRAWN N.LITVINOVA
TRACED _____
CHECKED W. OATMAN

SCALE AS SHOWN

GROUP LEADER _____

P.E. _____
ENGINEER IN CHARGE, IN HOUSE DESIGN

CADD FILE 13815A3HOS846

ENGINEER IN CHARGE, IN HOUSE DESIGN

NOTE: ALL ELEVATIONS REFER TO THE BOROUGH OF MANHATTAN DATUM, WHICH IS 2.750 FEET ABOVE MEAN SEA LEVEL AT SANDY HOOK, NEW JERSEY AS ESTABLISHED BY THE U.S. COAST AND GEODETIC SURVEY.

PROJECT ID HWMCLARK

FOR THE CONSTRUCTION OF
RECONSTRUCTION OF CLARKSON STREET
CLARKSON ST. FROM WEST STREET TO 7th AVENUE
BOROUGH OF MANHATTAN
HIGHWAY PROFILE

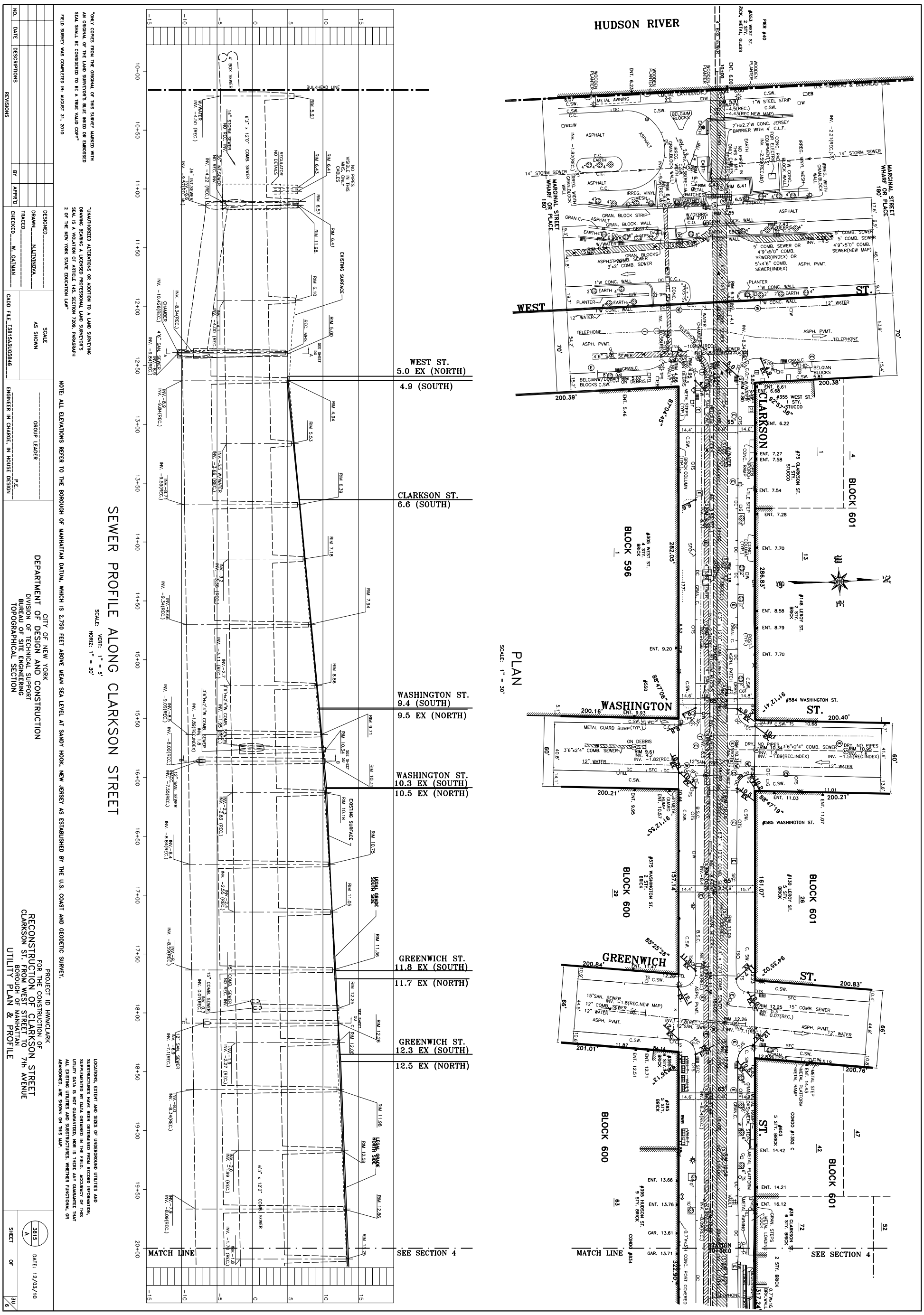
CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT
BUREAU OF SITE ENGINEERING
TOPOGRAPHICAL SECTION

3815 A

DATE: 12/03/10

SHEET OF 3H/5

DOT-HIGHWAY PROFILE-SAMPLE



DOT- UTILITY PLAN AND PROFILE-SAMPLE

EXHIBIT E

M/WBE SUBCONTRACTOR UTILIZATION PLAN

M/WBE SUBCONTRACTOR UTILIZATION PLAN: The Consultant's M/WBE Subcontractor Utilization Plan is set forth on the following pages. Such M/WBE Subcontractor Utilization Plan was submitted by the Consultant as part of its proposal for the Contract.

EXHIBIT F

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions……1

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement……1

Section 2.02 Conflicts of Interest…….2

Section 2.03 Fair Practices……...2

Section 2.04 VENDEX……..2

Section 2.05 Political Activity……...3

Section 2.06 Religious Activity…….....3

Section 2.07 Unlawful Discriminatory Practices: City Admin. Code § 6-123…….……3

Section 2.08 Bankruptcy and Reorganization……3

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment……...…3

Section 3.02 Subcontracting…….……4

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status……..5

Section 4.02 Employees…….5

Section 4.03 Removal of Individuals Performing Work……5

Section 4.04 Minimum Wage……...5

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e……..…5

Section 4.06 Non-Discrimination: City Admin. Code § 6-108…….…….6

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity…….6

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records…….…...7

Section 5.02 Retention of Records…….....……7

Section 5.03 Inspection……..….8

Section 5.04 Audit……...8

Section 5.05 No Removal of Records from Premises……...……8

Section 5.06 Electronic Records……...……..8

Section 5.07 Investigations Clause…….8

Section 5.08 Confidentiality……...……10

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS AND ANTITRUST

Section 6.01 Copyrights……..11

Section 6.02 Patents and Inventions…….…….12

Section 6.03 Pre-existing Rights……...……..12

Section 6.04 Antitrust……...……...12

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure…….…….12

Section 7.02 Commercial General Liability Insurance ……..……12

Section 7.03 Professional Liability Insurance…….……...…..12

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance ……....…...…….…13

Section 7.05 Unemployment Insurance ……13

Section 7.06 Business Automobile Liability Insurance……....13

Section 7.07 General Requirements for Insurance Coverage and Policies……....13

Section 7.08 Proof of Insurance…….……..……...13

Section 7.09 Miscellaneous …….….…...14

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions……..…..….……15

Section 8.02 Protection of City Property…….…….……15

Section 8.03 Indemnification …….……..…….15

Section 8.04 Infringement Indemnification …….……15

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation.….….….15

Section 8.06 Actions By or Against Third Parties…….…….…..15

Section 8.07 Withholding of Payments……...….……..…16

Section 8.08 No Third Party Rights……..……..…16

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes…….……..…16

Section 9.02 Changes Through Fault of Contractor…….….….……..…16

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause…….….…..…...16

Section 10.02 Reductions in Federal, State and/or City Funding……...……...….17

Section 10.03 Contractor Default ……..……...17

Section 10.04 Force Majeure ……..……...18

Section 10.05 Procedures for Termination……...…19

Section 10.06 Miscellaneous Provisions ……...19

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment…….….....19

Section 11.02 Electronic Funds Transfer……..……....20

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law…….…….....20

Section 12.02 Jurisdiction and Venue……..…….20

Section 12.03 Resolution of Disputes……...…..20

Section 12.04 Claims and Actions …….…23

Section 12.05 No Claim Against Officers, Agents or Employees……...….…23

Section 12.06 General Release……...…24

Section 12.07 No Waiver…….……..……...…24

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules……..…….…...…24

Section 13.02 All Legal Provisions Deemed Included……..……..…..24

Section 13.03 Severability / Unlawful Provisions Deemed Stricken……..……..……...24

Section 13.04 Compliance With Laws……...……24

Section 13.05 Americans with Disabilities Act (ADA)……...….…24

Section 13.06 Not Used ……...….…25

Section 13.07 Participation in an International Boycott…….……25

Section 13.08 MacBride Principles……...….25

Section 13.09 Not Used…….……..25

Section 13.10 Not Used……..…….25

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent……...……...25

Section 14.02 Merger……...…….……..25

Section 14.03 Headings……..…….25

Section 14.04 Notice……..……..26

Section 14.05 Monies Withheld…….…26

AFFIRMATION……...……...27

CERTIFICATION BY BROKER……...……..…….28

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

D. "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" shall mean the Comptroller of the City of New York.

G. "Contractor" shall mean the entity entering into this Agreement with the Department.

H. "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" shall mean the City agency that has entered into this Agreement.

J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such

representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

D. through H. Not Used

Section 2.03 Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor’s Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars ($50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) Days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars ($5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars ($5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars ($5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars ($25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is 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, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this

Agreement a penalty of Fifty Dollars ($50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Section 4.06 Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars ($100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

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

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

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of

this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

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

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in

interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

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

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

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

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

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

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

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

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

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in

Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

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

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

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

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

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) Days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to

maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish,

or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

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

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

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

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 0001, and shall be "occurrence" based rather than “claims-made.”

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

Section 7.03 Professional Liability Insurance

A. At the Department’s direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars ($1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain Professional Liability Insurance in the amount of at least One Million Dollars ($1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to

the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

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

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

Section 7.08 Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

1. C-105.2 Certificate of Workers' Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);

4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or

5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner [insert Agency name and appropriate address], and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

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

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an

additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

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

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

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business Days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination

date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required

payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

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

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars ($25,000) and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency

Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of

the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

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

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

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

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved

Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Not Used

Section 13.07 Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Not Used

Section 13.10 Not Used

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

Section 14.05 Monies Withheld

When the Commissioner shall have reasonable grounds for believing that: (1) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or (2) a meritorious claim exists or will exist against the Contractor or the City arising out of the negligence of the Contractor or the Contractor’s breach of any provision of this contract; then the Commissioner or the Comptroller may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the Commissioner or claim against the City by reason of the Commissioner's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

AFFIRMATION

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

Full name of Proposer or Bidder *[below]*

_____

Address_____

City_____ State_____ Zip Code_____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By_____

Signature

_____

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

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

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

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

_____
[Name of broker (typewritten)]

_____
[Address of broker (typewritten)]

_____
[Signature of authorized officer of broker]

_____
[Name of authorized officer (typewritten)]

_____
[Title of authorized officer (typewritten)]

_____
[Contact Phone Number for Broker (typewritten)]

_____
[Email Address of Broker (typewritten)]

Sworn to before me this

_____ day of _____, 201_

_____

NOTARY PUBLIC