



REQUEST  
FOR  
PROPOSALS

NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

# RFP



PIN



Pre-Proposal Conference

Submission Deadline

Project

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Division of Technical Support

**DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF TECHNICAL SUPPORT**

**REQUEST FOR PROPOSALS  
FOR:**

**PROJECT: Requirements Contract for Surveying Services for the Preparation of  
Survey Documents for Various Projects in the  
Boroughs of Staten Island, Queens, Manhattan, Brooklyn and the Bronx**

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1. Standard Form of Surveying Services Requirements Contract
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## SECTION I. TIMETABLE

### A. RFP Issuance

#### 1. Pre-Proposal Conference

A pre-proposal conference will be held at 9:30am on Tuesday, January 31, 2006 at DDC headquarters, 30-30 Thomson Avenue, Long Island City, NY 11101, in the first floor Bid Room. Attendance is recommended but not mandatory to propose on the contract described in this RFP, it is strongly encouraged.

Submission Deadline: The proposer shall deliver, on or before 4:00PM on Monday, February 13, 2006, the Proposal in a clearly marked envelope or package. The Proposal shall consist of two separate, clearly marked, sealed packages: (1) the Technical Proposal (1 original and 4 copies), and (2) the Fee Proposal (1 original). Any proposals received after the closing date will be considered for evaluation solely at the discretion of DDC. The proposal shall be hand delivered to the contact person at the location listed below:

Belkis Palacios, (718) 391-1866  
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: palacio@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 30<sup>th</sup> Place, not Thomson Avenue despite our Thomson Avenue house number.

2. 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, 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. All inquiries must be directed ONLY to the contact person listed in Paragraph A (1) above.
3. 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.

## Requirements Contract for Surveying Services

4. 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 Technical Support, is seeking surveying firms to perform surveying and related services for the preparation of survey documents for various projects on a Work Order basis. The standard requirements contract for surveying services is attached and incorporated herein as part of this RFP.

Under this Request for Proposals (RFP), five separate contracts will be awarded in the following order covering each borough of the city. They are:

1. SER-SURV6, Surveying Services in Staten Island PIN: 8502006PW0010P
2. SEQ-SURV7, Surveying Services in Queens PIN: 8502006PW0011P
3. SEN-SURV3, Surveying Services in Manhattan PIN: 8502006PW0012P
4. SEK-SURV3, Surveying Services in Brooklyn PIN: 8502006PW0013P
5. SEX-SURV3, Surveying Services in the Bronx PIN: 8502006PW0014P

Proposers may propose for more than one contract within a single proposal. However, a separate and complete project specific Fee Proposal must be submitted for each contract proposed.

### B. 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 Exhibit B 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.

### C. Joint Ventures and Other Consultant Relationships

There is no minimum requirement for the proportion of work by either of the two joint ventured parties. 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.

## Requirements Contract for Surveying Services

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 or 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 chosen as a winner, the contract documents will show only the prime firm on the signature page, and all other firms will be relegated to Exhibit A, which lists any subconsultants.

### D. Contract Term

The contract shall remain in effect for a period of two years with a renewal option of one year for up to \$500,000. 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.

### E. Insurance

The Consultant and all subcontractors performing services on the Project must provide the types and amounts of insurance specified in Article 11 of the contract. As further described in Article 11 of the contract, the cost of all insurance determined by the Consultant to be necessary for the Project must be included in the Fee Proposal. The Consultant is advised to carefully review such insurance requirements.

### F. Payment Provisions

Payments for all required services for the Project shall be in accordance with the Specific Requirements Exhibit B, Section 4 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(C) 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

### 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 E, Sections 1-7, and 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 proposals.

C. Work Order Process

The Work Order process is set forth in the Specific Requirement Exhibit B Section 2 of the attached contract. Proposers are advised to review this section carefully to ensure understanding. Please note that the Consultant shall not perform any services under this contract until the Commissioner has issued a Work Order. Total payments for all services performed and all expenses incurred shall not exceed \$1,000,000 for all five boroughs.

D. 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 Specific Requirement Exhibit B, Section 3 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 – Information Regarding Proposed Key Personnel attached to this RFP.

E. 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.

## Requirements Contract for Surveying Services

### F. Staffing Requirements for Personnel

Staffing requirements for personnel for the required services have been established by the Commissioner and are set forth in Exhibit D and Attachment 3 of the RFP. The procedures are outlined in Exhibit B-Specific Requirements of the 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.

## SECTION IV. FORMAT AND CONTENT OF THE PROPOSAL

A. Proposal Subdivisions: Submit the proposal in separate, clearly labeled, sealed packages as follows:

1. Technical Proposal (1 original and 4 copies): The Technical Proposal shall contain all the information requested in Subsection B below, plus forms 254 and 255. (These forms are available at <http://nyc.gov/html/ddc/html/otherform.html>) The Technical Proposal shall not include the Fee Proposal.
2. Fee Proposal ( 1 original): The Fee Proposal shall consist of the elements requested in Subsection C below. A form for the submission of the Fee Proposal is included as Attachment 4 of this RFP. The Proposer shall submit a separate sealed envelope containing the Fee Proposal for each contract proposed.

B. Technical Proposal

Include the following information in the Technical Proposal in the order outlined below. There may be further breakdowns of this format for each item, if the proposer so requires to clarify its proposal. DDC reserves the right to reject any proposal that does not conform to this general format:

Introductory Material:

- Cover Letter: Submit a maximum one -page cover letter, indicating the firm's name and address, and the name, address and telephone number of the person authorized to represent the firm. The DDC project name and number must be included.
- 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.

Support Documentation:

1. Firm's Experience:

Identify no more than five (5) previous projects the Proposer has performed which are similar in scope and type to the project described in this RFP. Limit the experience information provided to a brief description of those projects which are similar to the project described in this RFP. The quality of those projects will be examined as well, including client satisfaction and problems that

## Requirements Contract for Surveying Services

may have arisen during construction and how those problems were resolved. DO NOT include other types of projects – they will not be considered.

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

2. Proposed Project Team: Identify the following:
  - (a) Contract Executive: Identify the Contract Executive, as defined in Exhibit B-Specific Requirements of the contract.
  - (b) Complete and attach the form that is included as Attachment 2 to this RFP. Attachment 2 requests the proposer to identify and provide information concerning the proposed Project Manager, New York State Licensed Land Surveyor, and CADD Supervisor for this project.
  - (c) Project Staff: DDC has established staffing requirements for the Consultant's personnel for the Project, as set forth in Exhibit B to the contract. Identify the proposed personnel who will be assigned to the Project to fulfill the staffing requirements. Include resumes of the proposed personnel, detailing technical qualifications and expertise.
3. Organizational Capability: Demonstrate the organizational capability of the Proposer's firm. Complete and attach an SF-254 form which provides information concerning (1) the number of full-time persons currently on staff; and (2) the projects on which the firm is currently working, the projects the firm has completed, and the future projects to which the firm is committed. All project information shall include the dollar value of the contract, as well as the schedule.
4. Statement of Understanding: The Proposer shall enclose this signed document (Attachment 1) with the **Technical Proposal**.
5. Acknowledgement of Addenda:

The Acknowledgement of Addenda form (Attachment 5) 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.

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### C. Fee Proposal

The Fee Proposal (Attachment 4) 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.

1. Unit Prices for Surveying Services: Unit prices apply if the Method of Payment for the Work Order is based on Unit Prices.
2. 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 NO 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.
3. 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).
4. Increase in Unit Prices and All Inclusive Hourly Rates: The Unit Prices and All Inclusive Hourly Rates set forth in Exhibit C 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, Specialty and Technical Occupations, 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 Exhibit B – Specific Requirements and Exhibit C – Unit prices and Hourly Rates.

## SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

### A. PROPOSAL EVALUATION

1. Selection Process:
  - a. A DDC evaluation committee will review, evaluate and score all Technical Proposals in accordance with qualitative and quantitative criteria set forth in the RFP (see Evaluation Criteria Subsection 2 below). This evaluation and scoring will determine the proposer's Technical Rating. DDC reserves the right to interview proposers and visit their offices for the purpose of clarifying their Technical Proposals, after which their Technical Ratings may be re-evaluated. Proposers shall be ranked in accordance with the Technical Evaluation Score.
  - b. The Fee Proposals of the firms with the highest Technical Evaluation Scores will then be opened and considered.
2. Evaluation Criteria: Each of the evaluation criteria listed below is weighted by a factor of importance ranging from 0 to 100 points. A DDC evaluation committee will review, evaluate and score all Technical Proposals in accordance with these criteria to determine the proposer's Technical Rating.
  - a. Experience of Firm and Subconsultants (if any): The firm's experience performing projects which are similar in scope and type to the project described in this RFP will be reviewed and scored. The quality of those projects will be examined as well, including client satisfaction and problems that may have arisen during construction. [weight 40%]
  - b. Individuals Proposed for the Project Team: The educational and experiential background of the team proposed to work on the project of this RFP will be reviewed and scored. [weight 30%]
  - c. Firm's Capability: The prime firm's ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives will be reviewed and scored. The prime firm's workload including other DDC projects will be considered. [weight 30%]
3. Basis of Award: In accordance with the NYC Charter, the Department of Design and Construction will award the contract to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria as are set forth in the Request for Proposals. Contract award shall be subject to demonstration by the selected contractor that the proposed key personnel including the Contract Executive, will be the staff that will perform on the subject contract.

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4. Supply and Service Report: Upon selection, the successful proposer will be required to submit one original copy of the Department of Business Services Supply and Service Report, a copy of which can be downloaded from <http://www.comptroller.nyc.gov/bureaus/bam/dobdlsform.pdf>. Upon written notification; the proposer must submit the Service and Supply Report within ten days of such notification.
5. VENDEX: Upon selection, the successful proposer will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification, the proposer must submit a Confirmation of VENDEX Compliance and VENDEX Certificate of No Change to DDC within five days of official notification. A form for this confirmation is set forth in the RFP.

**The proposer is advised that VENDEX Questionnaires and procedures have changed. See [www.nyc.gov/vendex](http://www.nyc.gov/vendex) to download the new VENDEX Questionnaires and a Vendor's Guide to VENDEX or contact DDC's VENDEX Unit at 718-391-1565.**

- (a) Submission: VENDEX Questionnaires (if required) must be submitted directly to the Mayor's Office of Contract Services, ATTN: VENDEX, 253 Broadway, 9<sup>th</sup> Floor, New York, New York 10007.
  - (b) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, proposers may be obligated to complete and submit VENDEX Questionnaires. If required, VENDEX Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the proposal, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after award.
6. Contract Finalization: Upon selection, the successful proposer 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 proposal, 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 FOR PROPOSERS**

- A. Non-Binding Acceptance of Proposals: This RFP does not commit the City to award a contract for any services. Further, the City may award one or several Engineering Inspection Services contracts for this Project.
- B. Incurring Proposal Costs: The City of New York is not liable for any costs incurred in the preparation of a response to this RFP. If Proposers choose to participate in negotiations, they may be asked to submit such price, technical data, or other revisions to their proposals as may be required by the City.
- C. Confidentiality: The contents of a Proposer's RFP response are not deemed confidential unless the Proposer identifies those portions of its response which it deems confidential, or containing proprietary information, or trade secrets. The Proposer must provide justification as to 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.
- D. Reserved Rights: All proposal material submitted becomes the property of the City and the City reserves the right, at its sole discretion, to:
1. Reject any and all proposals received in response to this RFP;
  2. Award a contract to other than the lowest-fee Proposer;
  3. Waive, modify or correct any irregularities in proposals received, after prior notification to the Proposer;
  4. Use without limitation any or all of the ideas from submitted proposals;
  5. Act for all or selected parts of the Proposer's proposal, selecting from the services offered without affecting the itemized pricing;
  6. Extend the time for submission of all proposals after notification to all prospective Proposers;
  7. May conduct discussions with offerers submitting acceptable proposals, award may be made without any discussion;
  8. Terminate negotiations with a selected Proposer and select the next most responsive Proposer, or take such other action as deemed appropriate if negotiations fail to result in a signed contract within a reasonable time of the commencement of negotiations as determined by the Commissioner;
  9. Postpone or cancel this RFP, in whole or in part, and to reject all proposals.

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### E. Contractual Requirements

1. Any firm awarded a contract as a result of this RFP will be required to sign the City's standard contract for such 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.
2. 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.
3. The City will deal only with the Engineer and the City has no financial obligation to sub-consultants and sub-contractors of the Engineer. 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).
4. 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.
5. 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.

Determinations of interest due shall be made in accordance with the provisions of the Procurement Policy Board Rules and General Municipal Law 3-a.

6. 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, 10<sup>th</sup> Floor, New York, NY 10007; the telephone number is (212) 669-4600. 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.

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7. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provision 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 accessing the City's website at [nyc.gov/ppb](http://nyc.gov/ppb).
8. 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 New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Charge 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 Local Based Enterprises program and its implementation rules.
9. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal agency non-responsiveness determinations and agency non-responsibility determinations and to protest an agency's determination regarding the solicitation or award of a contract.
10. 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.
11. The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

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ACCO Signature

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Date

## SECTION VII. ATTACHMENTS AND ENCLOSURES

The following items are appended as attachments and enclosures to the RFP. Asterisked (\*) items should be completed and returned as part of the proposal submission package:

### A. Attachments

1. Statement of Understanding\*
2. Information Regarding Proposed Key Personnel\*
3. Requirements Per Title\*
4. Fee Proposal Schedule of Unit Prices and Required Titles and All Inclusive Hourly Rates\*
5. Acknowledgement of Addenda\*
6. Confirmation of VENDEX Compliance and VENDEX certification of No Change\* (Download 2004 VENDEX Questionnaires from [nyc.gov/vendex](http://nyc.gov/vendex))

### B. Enclosures

1. Standard Form of Surveying Services Requirements Contract
2. Drawings

**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 surveying 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.

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Consultant Firm

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal Tax I.D.

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Address

**ATTACHMENT 2**

**INFORMATION REGARDING PROPOSED KEY PERSONNEL**

**FMS ID No.:** SER-SURV6  
**Description:** Requirements Contract for Surveying Services for the Preparation of Survey Documents for Various Projects in the Borough of Staten Island

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

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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.

**(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.

**Requirements Contract for Surveying Services**

**(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.)

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

**Requirements Contract for Surveying Services**

**(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 Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

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

**ATTACHMENT 3**

**EXHIBIT D**

**REQUIREMENTS PER TITLE – STATEN ISLAND**

**Applicable Requirements:** Any personnel provided by the Consultant and/or its Subconsultant must satisfy the requirements for the specific title in which he/she is performing services. The requirements for any given title shall be the **GREATER** of the following:

- (A) Requirements Per Title set forth in Section (A) below, or
- (B) Minimum Requirements Per Title set forth in Section (B) below.

**SECTION A – REQUIREMENTS PER TITLE**

**REQUIREMENTS PER TITLE:** The Requirements Per Title set forth below are based upon the qualifications of specific personnel identified by the Consultant in its Proposal.

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	_____	_____
Survey Project Manager.....	_____	_____
Survey Party Chief.....	_____	_____
Survey Instrument Operator.....	_____	_____
Survey Technician/Reseacher.....	_____	_____
CADD/GIS Technician.....	_____	_____

**SECTION B - MINIMUM REQUIREMENTS PER TITLE**

<b>TITLE</b>	<b>MINIMUM REQUIREMENTS</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	10	New York State Licensed Surveyor
Survey Project Manager.....	5	N/A
Survey Party Chief.....	5	N/A
Survey Instrument Operator.....	3	N/A
Survey Technician/Reseasher.....	3	N/A
CADD/GIS Technician.....	3	N/A

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF STATEN ISLAND**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
<b>3.</b>	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
<b>4.</b>	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
<b>5.</b>	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>6.</b>	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>7.</b>	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Staten Island	20,000 S.F.	_____	_____
7(b)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(c)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(d)	In the Borough of Queens	20,000 S.F.	_____	_____
*****				

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
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**8. SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

\*\*\*\*\*

**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 Staten Island	10 Locations	_____	_____
9(b)	In the Borough of Brooklyn	10 Locations	_____	_____
9(c)	In the Borough of Manhattan	10 Locations	_____	_____
9(d)	In the Borough of Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 Staten Island	1,000 L.F.	_____	_____
10(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Staten Island	1,000 L.F.	_____	_____
11(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER: 10 each \_\_\_\_\_**

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



**ATTACHMENT 4 (continued)**

**FEE PROPOSAL**

**REQUIRED TITLES AND ALL INCLUSIVE HOURLY RATES**  
STATEN ISLAND

**ALL INCLUSIVE HOURLY RATES:** All Inclusive Hourly Rates **ONLY** 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. 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 QUANTITIES	TOTAL AMOUNT IN FIGURES
Contract Executive*			
Licensed Surveyor	_____ X	<u>100 hours</u> =	_____
Survey Project Manager	_____ X	<u>100 hours</u> =	_____
Survey Party Chief	_____ X	<u>200 hours</u> =	_____
Survey Instrument Operator	_____ X	<u>200 hours</u> =	_____
Survey Technician/Researcher	_____ X	<u>300 hours</u> =	_____
CADD/GIS Technician	_____ X	<u>300 hours</u> =	_____

**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).

**ATTACHMENT 2**

**INFORMATION REGARDING PROPOSED KEY PERSONNEL**

**FMS ID No.:** SEQ-SURV7  
**Description:** Requirements Contract for Surveying Services for the Preparation of Survey Documents for Various Projects in the Borough of Queens

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

**Requirements Contract for Surveying Services**

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.

**(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.

**Requirements Contract for Surveying Services**

**(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.)

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

**Requirements Contract for Surveying Services**

**(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 Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

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

**ATTACHMENT 3**

**EXHIBIT D**

**REQUIREMENTS PER TITLE – QUEENS**

**Applicable Requirements:** Any personnel provided by the Consultant and/or its Subconsultant must satisfy the requirements for the specific title in which he/she is performing services. The requirements for any given title shall be the **GREATER** of the following:

- (A) Requirements Per Title set forth in Section (A) below, or
- (B) Minimum Requirements Per Title set forth in Section (B) below.

**SECTION A – REQUIREMENTS PER TITLE**

**REQUIREMENTS PER TITLE:** The Requirements Per Title set forth below are based upon the qualifications of specific personnel identified by the Consultant in its Proposal.

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	_____	_____
Survey Project Manager.....	_____	_____
Survey Party Chief.....	_____	_____
Survey Instrument Operator.....	_____	_____
Survey Technician/Reseacher.....	_____	_____
CADD/GIS Technician.....	_____	_____

**SECTION B - MINIMUM REQUIREMENTS PER TITLE**

<b>TITLE</b>	<b>MINIMUM REQUIREMENTS</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	10	New York State Licensed Surveyor
Survey Project Manager.....	5	N/A
Survey Party Chief.....	5	N/A
Survey Instrument Operator.....	3	N/A
Survey Technician/Reseasher.....	3	N/A
CADD/GIS Technician.....	3	N/A

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF QUEENS**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
<b>3.</b>	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
<b>4.</b>	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
<b>5.</b>	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>6.</b>	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>7.</b>	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 the Bronx	20,000 S.F.	_____	_____
7(b)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(c)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(d)	In the Borough of Queens	20,000 S.F.	_____	_____

**Requirements Contract for Surveying Services**

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

\*\*\*\*\*

**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 the Bronx	10 Locations	_____	_____
9(b)	In the Borough of Brooklyn	10 Locations	_____	_____
9(c)	In the Borough of Manhattan	10 Locations	_____	_____
9(d)	In the Borough of Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 the Bronx	1,000 L.F.	_____	_____
10(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 the Bronx	1,000 L.F.	_____	_____
11(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER: 10 each** \_\_\_\_\_

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



**ATTACHMENT 4 (continued)**

**FEE PROPOSAL**

**REQUIRED TITLES AND ALL INCLUSIVE HOURLY RATES**

QUEENS

**ALL INCLUSIVE HOURLY RATES:** All Inclusive Hourly Rates **ONLY** 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. 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 QUANTITIES	TOTAL AMOUNT IN FIGURES
Contract Executive*			
Licensed Surveyor	_____ X	<u>100 hours</u> =	_____
Survey Project Manager	_____ X	<u>100 hours</u> =	_____
Survey Party Chief	_____ X	<u>200 hours</u> =	_____
Survey Instrument Operator	_____ X	<u>200 hours</u> =	_____
Survey Technician/Researcher	_____ X	<u>300 hours</u> =	_____
CADD/GIS Technician	_____ X	<u>300 hours</u> =	_____

**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).

**ATTACHMENT 2**

**INFORMATION REGARDING PROPOSED KEY PERSONNEL**

**FMS ID No.:** SEN-SURV3  
**Description:** Requirements Contract for Surveying Services for the Preparation of Survey Documents for Various Projects in the Borough of Manhattan

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

**Requirements Contract for Surveying Services**

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.

**(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.

**Requirements Contract for Surveying Services**

**(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.)

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

**Requirements Contract for Surveying Services**

**(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 Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

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

**ATTACHMENT 3**

**EXHIBIT D**

**REQUIREMENTS PER TITLE - MANHATTAN**

**Applicable Requirements:** Any personnel provided by the Consultant and/or its Subconsultant must satisfy the requirements for the specific title in which he/she is performing services. The requirements for any given title shall be the **GREATER** of the following:

- (A) Requirements Per Title set forth in Section (A) below, or
- (B) Minimum Requirements Per Title set forth in Section (B) below.

**SECTION A – REQUIREMENTS PER TITLE**

**REQUIREMENTS PER TITLE:** The Requirements Per Title set forth below are based upon the qualifications of specific personnel identified by the Consultant in its Proposal.

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	_____	_____
Survey Project Manager.....	_____	_____
Survey Party Chief.....	_____	_____
Survey Instrument Operator.....	_____	_____
Survey Technician/Reseacher.....	_____	_____
CADD/GIS Technician.....	_____	_____

**SECTION B - MINIMUM REQUIREMENTS PER TITLE**

<b>TITLE</b>	<b>MINIMUM REQUIREMENTS</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	10	New York State Licensed Surveyor
Survey Project Manager.....	5	N/A
Survey Party Chief.....	5	N/A
Survey Instrument Operator.....	3	N/A
Survey Technician/Reseasher.....	3	N/A
CADD/GIS Technician.....	3	N/A

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF MANHATTAN**

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
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

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**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
<b>3.</b>	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
<b>4.</b>	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
<b>5.</b>	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>6.</b>	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>7.</b>	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Staten Island	20,000 S.F.	_____	_____
7(b)	In the Borough of the Bronx	20,000 S.F.	_____	_____
7(c)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(d)	In the Borough of Queens	20,000 S.F.	_____	_____

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
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**8. SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

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**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 Staten Island	10 Locations	_____	_____
9(b)	In the Borough of the Bronx	10 Locations	_____	_____
9(c)	In the Borough of Manhattan	10 Locations	_____	_____
9(d)	In the Borough of Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 Staten Island	1,000 L.F.	_____	_____
10(b)	In the Borough of the Bronx	1,000 L.F.	_____	_____
10(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Staten Island	1,000 L.F.	_____	_____
11(b)	In the Borough of the Bronx	1,000 L.F.	_____	_____
11(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER: 10 each \_\_\_\_\_**

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



**ATTACHMENT 4 (continued)**

**FEE PROPOSAL**

**REQUIRED TITLES AND ALL INCLUSIVE HOURLY RATES**

MANHATTAN

**ALL INCLUSIVE HOURLY RATES:** All Inclusive Hourly Rates **ONLY** 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. 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 QUANTITIES	TOTAL AMOUNT IN FIGURES
Contract Executive*			
Licensed Surveyor	_____ X	<u>100 hours</u> =	_____
Survey Project Manager	_____ X	<u>100 hours</u> =	_____
Survey Party Chief	_____ X	<u>200 hours</u> =	_____
Survey Instrument Operator	_____ X	<u>200 hours</u> =	_____
Survey Technician/Researcher	_____ X	<u>300 hours</u> =	_____
CADD/GIS Technician	_____ X	<u>300 hours</u> =	_____

**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).

**ATTACHMENT 2**

**INFORMATION REGARDING PROPOSED KEY PERSONNEL**

**FMS ID No.:** SEK-SURV3  
**Description:** Requirements Contract for Surveying Services for the Preparation of Survey Documents for Various Projects in the 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: \_\_\_\_\_

**Requirements Contract for Surveying Services**

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.

**(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.

**Requirements Contract for Surveying Services**

**(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.)

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

**Requirements Contract for Surveying Services**

**(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 Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

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

**Requirements Contract for Surveying Services**

**ATTACHMENT 3**

**EXHIBIT D**

**REQUIREMENTS PER TITLE - BROOKLYN**

**Applicable Requirements:** Any personnel provided by the Consultant and/or its Subconsultant must satisfy the requirements for the specific title in which he/she is performing services. The requirements for any given title shall be the **GREATER** of the following:

- (A) Requirements Per Title set forth in Section (A) below, or
- (B) Minimum Requirements Per Title set forth in Section (B) below.

---

**SECTION A – REQUIREMENTS PER TITLE**

**REQUIREMENTS PER TITLE:** The Requirements Per Title set forth below are based upon the qualifications of specific personnel identified by the Consultant in its Proposal.

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	_____	_____
Survey Project Manager.....	_____	_____
Survey Party Chief.....	_____	_____
Survey Instrument Operator.....	_____	_____
Survey Technician/Reseacher.....	_____	_____
CADD/GIS Technician.....	_____	_____

**SECTION B - MINIMUM REQUIREMENTS PER TITLE**

<b>TITLE</b>	<b>MINIMUM REQUIREMENTS</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	10	New York State Licensed Surveyor
Survey Project Manager.....	5	N/A
Survey Party Chief.....	5	N/A
Survey Instrument Operator.....	3	N/A
Survey Technician/Reseasher.....	3	N/A
CADD/GIS Technician.....	3	N/A

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF BROOKLYN**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
<b>3.</b>	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
<b>4.</b>	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
<b>5.</b>	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>6.</b>	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>7.</b>	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Staten Island	20,000 S.F.	_____	_____
7(b)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(c)	In the Borough of the Bronx	20,000 S.F.	_____	_____
7(d)	In the Borough of Queens	20,000 S.F.	_____	_____

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
----------	---------------------	----------------------	-----------------------	-------------------------

**8. SERVICES IN OTHER BOROUGH: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

\*\*\*\*\*

**9. SERVICES IN OTHER BOROUGH: 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 Staten Island	10 Locations	_____	_____
9(b)	In the Borough of Brooklyn	10 Locations	_____	_____
9(c)	In the Borough of the Bronx	10 Locations	_____	_____
9(d)	In the Borough of Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGH: For Sewer and Water Main Projects (See Item No. 4):  
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 Staten Island	1,000 L.F.	_____	_____
10(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(c)	In the Borough of the Bronx	1,000 L.F.	_____	_____
10(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGH: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Staten Island	1,000 L.F.	_____	_____
11(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(c)	In the Borough of the Bronx	1,000 L.F.	_____	_____
11(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER:** 10 each \_\_\_\_\_

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



**ATTACHMENT 4 (continued)**

**FEE PROPOSAL**

**REQUIRED TITLES AND ALL INCLUSIVE HOURLY RATES**  
**BROOKLYN**

**ALL INCLUSIVE HOURLY RATES:** All Inclusive Hourly Rates **ONLY** 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. 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 QUANTITIES	TOTAL AMOUNT IN FIGURES
Contract Executive*			
Licensed Surveyor	_____ X	<u>100 hours</u> =	_____
Survey Project Manager	_____ X	<u>100 hours</u> =	_____
Survey Party Chief	_____ X	<u>200 hours</u> =	_____
Survey Instrument Operator	_____ X	<u>200 hours</u> =	_____
Survey Technician/Researcher	_____ X	<u>300 hours</u> =	_____
CADD/GIS Technician	_____ X	<u>300 hours</u> =	_____

**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).

**ATTACHMENT 2**

**INFORMATION REGARDING PROPOSED KEY PERSONNEL**

**FMS ID No.:** SEX-SURV3  
**Description:** Requirements Contract for Surveying Services for the Preparation of Survey Documents for Various Projects in the Borough of the Bronx

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

**Requirements Contract for Surveying Services**

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.

**(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.

**Requirements Contract for Surveying Services**

**(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.)

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

**Requirements Contract for Surveying Services**

**(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 Proposer

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

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

Firm: \_\_\_\_\_

EIN: \_\_\_\_\_

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

**ATTACHMENT 3**

**EXHIBIT D**

**REQUIREMENTS PER TITLE – THE BRONX**

**Applicable Requirements:** Any personnel provided by the Consultant and/or its Subconsultant must satisfy the requirements for the specific title in which he/she is performing services. The requirements for any given title shall be the **GREATER** of the following:

- (A) Requirements Per Title set forth in Section (A) below, or
- (B) Minimum Requirements Per Title set forth in Section (B) below.

**SECTION A – REQUIREMENTS PER TITLE**

**REQUIREMENTS PER TITLE:** The Requirements Per Title set forth below are based upon the qualifications of specific personnel identified by the Consultant in its Proposal.

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	_____	_____
Survey Project Manager.....	_____	_____
Survey Party Chief.....	_____	_____
Survey Instrument Operator.....	_____	_____
Survey Technician/Reseacher.....	_____	_____
CADD/GIS Technician.....	_____	_____

**SECTION B - MINIMUM REQUIREMENTS PER TITLE**

<b>TITLE</b>	<b>MINIMUM REQUIREMENTS</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	10	New York State Licensed Surveyor
Survey Project Manager.....	5	N/A
Survey Party Chief.....	5	N/A
Survey Instrument Operator.....	3	N/A
Survey Technician/Reseasher.....	3	N/A
CADD/GIS Technician.....	3	N/A

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF THE BRONX**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
<b>3.</b>	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
<b>4.</b>	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
<b>5.</b>	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>6.</b>	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>7.</b>	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Staten Island	20,000 S.F.	_____	_____
7(b)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(c)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(d)	In the Borough of the Bronx	20,000 S.F.	_____	_____
*****				

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
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**8. SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

\*\*\*\*\*

**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 Staten Island	10 Locations	_____	_____
9(b)	In the Borough of Brooklyn	10 Locations	_____	_____
9(c)	In the Borough of Manhattan	10 Locations	_____	_____
9(d)	In the Borough of the Bronx	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 Staten Island	1,000 L.F.	_____	_____
10(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(d)	In the Borough of the Bronx	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Staten Island	1,000 L.F.	_____	_____
11(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(d)	In the Borough of the Bronx	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER: 10 each \_\_\_\_\_**

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



**ATTACHMENT 4 (continued)**

**FEE PROPOSAL**

**REQUIRED TITLES AND ALL INCLUSIVE HOURLY RATES**

THE BRONX

**ALL INCLUSIVE HOURLY RATES:** All Inclusive Hourly Rates **ONLY** 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. 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 QUANTITIES	TOTAL AMOUNT IN FIGURES
Contract Executive*			
Licensed Surveyor	_____ X	<u>100 hours</u> =	_____
Survey Project Manager	_____ X	<u>100 hours</u> =	_____
Survey Party Chief	_____ X	<u>200 hours</u> =	_____
Survey Instrument Operator	_____ X	<u>200 hours</u> =	_____
Survey Technician/Researcher	_____ X	<u>300 hours</u> =	_____
CADD/GIS Technician	_____ X	<u>300 hours</u> =	_____

**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).

**ATTACHMENT 5**

**ACKNOWLEDGEMENT OF ADDENDA**

<b>TITLE OF THE REQUEST FOR PROPOSALS:</b>	<b>PIN #:</b>
--	---------------

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

**Requirements Contract for Surveying Services**

**ATTACHMENT 6**

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

**THE CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**DIVISION OF TECHNICAL SUPPORT**  
**30-30 THOMSON AVENUE**  
**LONG ISLAND CITY, NEW YORK NEW YORK 11101**  
**REQUIREMENTS CONTRACT**  
**SURVEYING SERVICES**  
**FOR VARIOUS PROJECTS**

**FMS NUMBER:** SER-SURV6, SEQ-SURV7, SEN-SURV3  
SEK-SURV3, SEX-SURV3

**REGISTRATION NUMBER:** 8502006PW0010P, 8502006PW0011P, 8502006PW0012P  
8502006PW0013P, 8502006PW0014P

**PIN NUMBER:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_

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

**Standard Professional Services Requirements Contract**  
**January 2006**

## Requirements Contract for Surveying Services

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 the services set forth in Exhibit A performed on a requirements basis for various Projects, as specified by the Commissioner on a Work Order basis, 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 this Agreement which has been signed by the parties, including (1) the Request for Proposals for the Contract ("RFP"); (2) the Consultant's Proposal submitted for the Contract; (3) Exhibit A "Contract Information", and (4) other Exhibits set forth in Exhibit A. In the event of any conflict between the RFP and the Consultant's Proposal, the RFP shall prevail.

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" ("ACCO") shall mean the person designated by the Commissioner to exercise such powers and duties with respect to procurement as are set forth in the Procurement Policy Board Rules.

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

1.5 "Commissioner" or "Agency Head" shall mean the Commissioner of the Department of Design and Construction of the City of New York, his/her successors, or duly authorized representative(s).

1.6 "Commissioner's Representative" shall mean the Project Manager designated by the Commissioner or any successor or alternate representative designated by the Commissioner.

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

1.8 "Consultant" shall mean the party of the second part hereto, whether a corporation, firm, or individual, or any combination thereof, and its, their, his or her successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.

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

1.10 "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.

1.11 "Engineer", as used in the Article entitled "Resolution of Disputes", shall mean the Commissioner's Representative.

1.12 "Government Entity" shall mean the United States, the State and City of New York, and any and every agency,

## Requirements Contract for Surveying Services

department, court, commission, or other instrumentality or political subdivision of government of any kind whatsoever, now existing or hereafter created.

1.13 "Law(s)" shall mean each and every law, rule, regulation, order or ordinance of any kind whatsoever issued by any Government Entity, in effect from the date of this Agreement through the conclusion or termination hereof, applicable to or affecting the Project and all employees engaged hereunder.

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

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

1.16 "Project" shall mean the Project for which the services set forth in Exhibit A are required, as specified by the Commissioner on a Work Order basis.

1.17 "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).

1.18 "Subconsultant" 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 are subject to the prior written approval of the Commissioner.

1.19 "Treasurer" shall mean the Commissioner of the Department of Finance of the City of New York.

### ARTICLE 2 Compliance with Laws

2.1 Procurement Policy Board Rules: This contract is subject to the Rules of the Procurement Policy Board of the City of New York ("PPB Rules") in effect at the time of the receipt of proposals for this Contract. In the event of a conflict between the PPB Rules and a provision of this Contract, the PPB Rules shall take precedence.

2.2 The Consultant shall comply with all local, State and Federal laws, rules and regulations applicable to this Agreement and to the services to be performed hereunder.

2.3 The Consultant shall comply with Section 24-216(b) of the Administrative Code of the City of New York and with the New York City Noise Control Code and with all regulations issued pursuant to Section 24-216(b) of the Administrative Code or the Noise Control Code.

2.4 It is the intent and understanding of the parties to this contract that each and every provision of law required to be inserted in this contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistake or otherwise, any such provision is not inserted in correct form, then this contract shall forthwith upon application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

### 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 Exhibit A for various Projects, as specified by the Commissioner on a Work Order basis. The services to be provided by the Consultant are set forth in the Specific Requirements (Exhibit B). The Consultant hereby certifies that it has the necessary experience, expertise, staff and resources to fulfill its obligations under this Contract competently and efficiently.

## Requirements Contract for Surveying Services

### ARTICLE 4 Work Order Process

4.1 The terms and conditions applicable to the Work Order Process are set forth in Exhibit B, the Specific Requirements. The Consultant shall provide services in accordance with such Work Order Process.

### ARTICLE 5 The Consultant's Personnel

5.1 The terms and conditions applicable to the provision of personnel by the Consultant are set forth in Exhibit B, the Specific Requirements. The Consultant shall provide all required personnel for the performance of services in accordance with such requirements.

### ARTICLE 6 Scope of Services

6.1 The terms and conditions applicable to the services to be provided by the Consultant are set forth in Exhibit B, the Specific Requirements. The Consultant shall provide all required services in accordance with such requirements.

### ARTICLE 7 Payment Terms and Conditions

7.1 The terms and conditions applicable to payment for services provided by the Consultant are set forth in Exhibit B, the Specific Requirements.

7.2 Executory Only: This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Agreement and no liability or account thereof shall be incurred beyond the amount of such monies. 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 monies for the purpose of this Agreement.

#### 7.3 Prompt Payment

7.3.1 The prompt payment provisions of the PPB Rules in effect at the time of the solicitation for this Contract shall be applicable to payments made under this Contract. The provisions require the payment to contractors of interest on payments made after the required payment date, except as set forth in the PPB Rules.

7.3.2 The Consultant must submit a proper invoice to receive payment.

7.3.3 Determination of interest due shall be made in accordance with the PPB Rules and General Municipal Law 13-a.

7.3.4 If the Consultant is paid interest, the proportionate share of that interest shall be forwarded by the Consultant to its Subconsultant.

7.4 Acceptance of Final Payment: The acceptance by the Consultant, its successors or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, including final payment in the event of termination, shall constitute and operate as a general release to the City from any and all claims of and liability to the Consultant arising out of the performance of this Contract.

### ARTICLE 8 Time Provisions

8.1 Time provisions applicable to the Contract are set forth in Exhibit B, the Specific Requirements.

### ARTICLE 9 Ownership of Documents

9.1 Any and all material, records or documents prepared by or for the Consultant pursuant to this Contract,

## Requirements Contract for Surveying Services

including, but not limited to, all documents set forth in Exhibit B, all reports, notes, designs, drawings, tracings, specifications, estimates, schedules, charts, graphs, maps, photographs, shall become the property of the City upon their acceptance by the Commissioner or upon termination of services of the Consultant. During the term of this Contract and at any time within seven years thereafter, 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 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.

9.2 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 10 Patented and Proprietary Items

10.1 The Consultant shall not, without the prior written approval of the Commissioner, specify for the Project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which is otherwise exclusively controlled by a particular firm or group of firms.

10.2 The Consultant shall be liable to and hereby agrees to defend, indemnify and hold harmless the City against all claims against the City for infringement of any copyright or patent rights of systems, graphs, charts, designs, drawings or specifications furnished by the Consultant in the performance of this Contract.

### ARTICLE 11 Insurance

11.1 Required Insurance: From the date the Consultant is first ordered to commence work and throughout the term of this Contract, the Consultant shall effect and maintain, and shall cause each Subconsultant to effect and maintain, the types and amounts of insurance set forth below. The Consultant shall include in all its contracts with Subconsultants a requirement that they effect and maintain the types and amounts of insurance set forth below.

11.1.1 Comprehensive General Liability Insurance: The Consultant shall provide a policy of comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage), \$2,000,000 aggregate. Such policy shall be in the Consultant's name and shall name the City of New York as additional insured thereunder. Such policy shall protect the Consultant and the City of New York from claims for property damage and/or bodily injury, including accidental death, which may arise from operations under this Contract, whether such operations are performed by the Consultant or anyone directly or indirectly employed by him/her. The coverage provided must be "occurrence" based; "claims made" coverage will not be accepted. The general liability insurance policy provided shall include the following endorsements:

- (a) The City of New York, together with its officials and employees, is an Additional Insured under this policy.
- (b) Notice under the Policy to the Additional Insureds shall be addressed to: the Commissioner of the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York 11101.
- (c) Notice of Accident shall be given to the Company by the Insured within one hundred twenty (120) days after notice of such accident has been sent to the Commissioner of the Department of Design and Construction.
- (d) Notice of Claim shall be given to the Company within one hundred twenty (120) days after such notice shall be filed with the Comptroller of the City of New York.
- (e) Notice of Claim to the Company by the Insured of an accident or claim on the site shall constitute notice by the City to the Company.
- (f) Notice of Cancellation of Policy as set forth in Article 11.2.4 below.
- (g) The presence of representatives of the City at the Site shall not invalidate this policy.

## Requirements Contract for Surveying Services

11.1.2 Professional Liability Insurance: The Consultant shall provide Professional Liability Insurance covering as insured the Consultant in the minimum amount of \$1,000,000 per claim, \$3,000,000 aggregate. Subconsultants performing professional services shall also provide such coverage in the minimum amount of \$1,000,000 per claim, \$3,000,000 aggregate. The professional liability insurance policy(s) provided shall include the endorsement set forth in Article 11.2.4 below.

11.1.3 Worker's Compensation Insurance: The Consultant shall provide Worker's Compensation Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract.

11.1.4 Employers Liability Insurance: The Consultant shall provide Employers Liability Insurance in the minimum amount of \$1,000,000 per occurrence. Such policy shall provide compensation due to bodily injury by accident or disease sustained by any employee of the insured arising out of or in the course of his/her employment by the insured.

### 11.2 General Requirements for Insurance Policies

11.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-7 or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.

11.2.2 All required Insurance policies shall be in a form acceptable to the City and shall contain no exclusions or endorsements which are not acceptable to the City.

11.2.3 The omission of any endorsements or clauses required by this Article will be considered cause for rejection of the policy.

11.2.4 All required policies shall be endorsed to provide as follows: "This policy shall not be canceled, terminated, modified or changed by the Insurance Company unless at least thirty (30) Days prior written notice is sent to the Named Insured by Certified Mail and also sent by Registered Mail to both the Commissioner and to Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007."

11.2.5 The Consultant shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the City of New York is an insured under the policy.

11.2.6 In his sole discretion, the Commissioner may, subject to the approval of the Comptroller and the Law Department, accept letters of credit and/or custodial accounts in lieu of required Insurance.

### 11.3 Proof of Insurance

11.3.1 On or before the commencement of work pursuant to this Contract, the Consultant shall submit, and shall cause each Subconsultant to submit, to the Commissioner two certificates of Insurance for all policies required under this contract, together with originals of all endorsements required hereunder.

11.3.2 Certificates confirming renewals of Insurance shall be submitted not less than thirty (30) days prior to the expiration date of coverage until all operations under this Contract have been completed.

11.3.3 The Consultant shall be responsible for providing continuous insurance coverage as required by this contract and shall be authorized to provide services hereunder only during the effective period of all required coverage.

11.3.4 The Consultant shall promptly notify the Commissioner of any accidents causing bodily injury or property damage arising in the course of operations under this Contract.

11.3.5 Pursuant to Sections 57 and 220 of the New York State Workers' Compensation Law, the Consultant

## Requirements Contract for Surveying Services

has submitted proof of workers' compensation and disability benefits coverage to the Department.

### ARTICLE 12 Indemnification

12.1 If persons or property of the City, or of others sustain loss, damage or injury resulting, either directly or indirectly from the acts, conduct, omissions, negligence, carelessness or lack of good faith of the Consultant or its officers, agents, employees, or any person, firm, company, agent or others engaged by the Consultant hereunder, in their performance of this Agreement, or from his or their failure to comply with any of the provisions of this Contract or of law, the Consultant shall indemnify and hold the City harmless from any and all claims and judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof.

12.2 The Consultant shall indemnify and hold harmless the Commissioner and the City, each officer, agent and employee of the Commissioner and the City, against all claims against any of them for bodily injury or wrongful death or property damage arising out of the negligent performance of services, including professional services, or caused by any error, omission or negligent act of the Consultant or anyone employed by the Consultant, in the performance of this Contract.

12.3 The provisions of this Article shall not be deemed to create any right of action in favor of third parties against the Consultant or the City.

12.4 The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Contract.

12.5 In the event that any City property is lost or damages, except for normal wear and tear, then the City shall have the right to withhold further payments hereunder for the purpose of set off, in sufficient sums to cover such loss or damage.

### ARTICLE 13 Consultant Independent Contractor

13.1 The relationship of the Consultant to the City shall be that of independent contractor, and the Consultant shall have no authority to bind the City in any way with third parties.

13.2 Nothing contained herein shall be deemed to give any third party any claim or right of action against the City or the Consultant beyond such as may otherwise exist without regard to this Contract.

### ARTICLE 14 Suspension or Termination of Performance

14.1 Suspension of Performance: The Commissioner may at any time, and for any reason, direct the Consultant to stop work under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. The Consultant shall resume work upon the date specified in such direction, or upon such other date as the Commissioner may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the time for performance. Stoppage of work under this Article shall not give rise to any claim against the City.

14.2 Termination Without Cause: The Commissioner may at any time, and for any reason, terminate this contract by written notice to the Consultant specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by the Commissioner, after consultation with the Consultant, and shall be subject to audit by the Comptroller. Termination under this Section shall not give rise to any claim against the Commissioner or the City for damages or for compensation in addition to that provided hereunder.

14.3 Termination for Cause: In the event that: (1) the Consultant shall not for any reason or through any cause, have completed performance within the time fixed for performance hereunder; or (2) Any representation or warranty made hereunder shall prove to be untrue in any material respect; or (3) grounds for cancellation of the contract shall

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arise; or (4) the Consultant shall otherwise be in default hereunder; or (5) the Commissioner shall give the Consultant written notice that in his opinion the conduct of the Consultant is such that the interests of the City are likely to be impaired or prejudiced, stating the facts upon which such opinion is based; then the Commissioner may, upon written notice to the Consultant, immediately terminate this contract for cause. Upon such termination, the Consultant shall be entitled to payment of such amount, to be determined by the Commissioner and subject to audit by the Comptroller, as shall fairly compensate him for the work satisfactorily performed to the termination date, provided, however, that (1) no allowance shall be included for termination expenses; and (2) the Commissioner shall deduct from such amount and from any amount due and payable to the Consultant to the termination date, but withheld or not paid, the total amount of additional expenses incurred by the City in order to satisfactorily complete the work required to be performed by the Consultant under this contract including the expense of engaging another architect or engineer for this purpose. If such additional expense shall exceed the amounts otherwise due and payable to the Consultant hereunder, the Consultant shall pay the City the full amount of such excess expense incurred by the City. No amount shall be paid to the Consultant under this Article until the work required to be performed under this contract has been satisfactorily completed by others.

### ARTICLE 15 - Resolution of Disputes

15.1 All disputes between the City and the Contractor of the kind delineated in this article that arise under, or by virtue of, this Contract shall be finally resolved in accordance with the provisions of this article and the PPB Rules. The procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

15.1.1 This article 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.

15.1.2 This article shall apply only to disputes about the scope of work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work; such disputes arise when the Engineer (defined in the contract) makes a determination with which the Contractor disagrees.

15.2 All determinations required by this article shall be made in writing 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 article shall be deemed a non-determination without prejudice that will allow application to the next level.

15.3 During such time as any dispute is being presented, heard, and considered pursuant to this article, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the ACCO or the Engineer. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of its claim.

15.4 Presentation of Disputes to Commissioner. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Commissioner 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 Contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the Engineer shall submit to the Commissioner all materials he or she deems pertinent to the dispute. Following initial submissions to the Commissioner, 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 Commissioner 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.

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15.4.1 Commissioner Inquiry. The Commissioner shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor, the ACCO, and the Engineer to resolve the issue by mutual consent prior to reaching a determination. The Commissioner 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 Commissioner's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the disputed presented, whether or not the Commissioner participated therein. The Commissioner may or, at the request of any party to the dispute, shall compel the participation of any other Contractor with a Contract related to the Work of this Contract, and that Contractor shall be bound by the decision of the Commissioner. Any Contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this article as the Contractor initiating the dispute.

15.4.2 Commissioner 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 Commissioner shall make his or her determination and shall deliver or send a copy of such determination to the Contractor, the ACCO, and Engineer, together with a statement concerning how the decision may be appealed.

15.4.3 Finality of Commissioner Decision. The Commissioner's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this article. The City may not take a petition to the Contract Dispute Resolution Board. However, should the Contractor take such a petition, the City may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Commissioner.

15.5 Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the Contract Dispute Resolution Board, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

15.5.1 Time, Form, and Content of Notice. Within thirty (30) days of its receipt of a decision by the Commissioner, the Contractor shall submit to the Comptroller and to the Commissioner a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief Written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written decision of the Commissioner; 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 Commissioner, except at the request of the Comptroller.

15.5.2 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 Commissioner in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Commissioner except at the request of the Comptroller.

15.5.3 Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in section 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

15.5.4 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 Article 15.5.3 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 materials. The Contractor may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in Article 15.5.4 has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.

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15.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

15.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this article as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

15.6.2 The Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

15.6.3 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 individual 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 represents persons, companies, or organizations having disputes with the City.

15.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this article, the Contractor, within thirty (30) days thereafter, may petition the Contract Dispute Resolution Board to review the Commissioner's determination.

15.7.1 Form and Content of Petition by Contractor. The Contractor shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends the dispute was wrongly decided by the Commissioner; (ii) a copy of the written Decision of the Commissioner, (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the written decision of the Comptroller, if any, and (v) copies of all correspondence with, or written material submitted by the Contractor, to the Comptroller. The Contractor shall concurrently submit four (4) complete sets of the Petition: one set to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the Commissioner and the Comptroller.

15.7.2 Agency Response. Within thirty (30) Days of its receipt of the petition by the Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and Comptroller. Three (3) complete copies of the Agency response shall be provided to the Contract Dispute Resolution Board 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 consent of the parties, for an initial period of up to thirty (30) Days.

15.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board 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 Contract Dispute Resolution Board. The Contract Dispute Resolution Board, 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 Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

15.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a

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longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the Contract. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

15.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the Contractor, the ACCO, the Engineer, the Comptroller, the Corporation Counsel, the Director of the Office of Construction, and the PPB. 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 Contract Dispute Resolution Board's decision.

15.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board'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 Laws and Rules. Such review by the court shall be limited to the question of whether or not the Contract Dispute Resolution Board'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 Contract Dispute Resolution Board in accordance with this article.

15.8 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this article shall not affect or impair the ability of the Commissioner or Contract Dispute Resolution Board to make a binding and final decision pursuant to this article.

### ARTICLE 16 Consultant's Report Information

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

### ARTICLE 17 Contract Changes

17.1 Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or his or her designee. Consultants deviating from the requirements of the Contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract. Work so ordered must be performed by the Consultant.

17.2 Contract changes will be made only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for any material alteration in the scope of work. Contract changes may include any contract revision deemed necessary by the Agency Chief Contracting Officer.

17.3 The Consultant may be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the Consultant may be entitled to an extension of time for performance.

17.4 Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification.

17.5 All payments for change orders are subject to pre-audit by the Engineering Audit Officer and may be post-audited by the Comptroller. If the audits reveal that the Consultant's costs for the change order work were inaccurately

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stated during negotiations, the agency shall recoup the amount by which the costs were inaccurately stated by proportionately reducing the price of the change order. This remedy is not exclusive and in addition to all other rights and remedies of the City.

17.6 Any contract increase which cumulatively exceeds the greater of 10% of the Contract Price or \$100,000 shall be justified in writing by the Agency Chief Contracting Officer and approved in writing by the Office of Construction. Any contract amendment which either amends a unit price, cancels required units, or adds a new type of unit item to the Contract must be approved in writing by the Agency Chief Contracting Officer.

### ARTICLE 18 Accounting Records

18.1 The Consultant shall maintain complete, detailed and accurate cost and accounting records, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract. During the term of this Contract and at any time within seven years thereafter, the Consultant shall make such records available to the City or its authorized representatives for review and audit at such place or places as may be designated by the Commissioner. In the event the Commissioner authorizes the Consultant to retain the services of Subconsultants for which the Consultant will be entitled to reimbursement hereunder, the Consultant agrees to include in all its contracts with Subconsultants a requirement that they maintain complete, detailed and accurate cost and accounting records as to all their costs relating to the services and materials furnished by them under such contracts and that during the term of this Contract and at any time within seven years thereafter, if required by the Commissioner, they will make such records available to the City or its authorized representatives for review and audit at such places as may be designated by the Commissioner.

18.2 In the event all or any part of such records are not maintained by the Consultant or its Subconsultants, or made available to the City as provided, herein, any item not supported by reason of the insufficiency or unavailability of such records shall at the election of the Commissioner or the Comptroller, be disallowed and, if payment therefor has already been made, the Consultant, upon demand, shall refund to the City the amounts so disallowed. Payments to the Consultant or approval by the Commissioner of any application for payment submitted by the Consultant, shall in no way affect the Consultant's obligation hereunder or the right of the City to obtain a refund of any payment to the Consultant which is in excess of that to which it was lawfully entitled.

### ARTICLE 19 Audit and Examination

19.1 This Contract and all payments hereunder shall be subject to audit and examination by the Engineering Audit Officer of DDC and post-audit by the Comptroller of the City in accordance with Law.

### ARTICLE 20 Monies Withheld

20.1 When the Commissioner shall have reasonable grounds for believing that: (1) the Consultant 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 Consultant or the City arising out of the negligence of the Consultant or the Consultant'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 Consultant 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 Consultant, 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.

### ARTICLE 21 Assignments

21.1 The Consultant shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this contract, unless the previous written consent of the Commissioner shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of

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such consent to any further or other assignments.

21.2 Such assignment, transfer, or conveyance shall not be valid until filed in the office of the Department of Design and Construction and of the Treasurer with the written consent of the Commissioner endorsed thereon or attached thereto.

21.3 Failure to obtain the previous written consent of the Commissioner to such an assignment, transfer or conveyance, shall justify, at the option of the Commissioner, the revocation and annulment of this Contract. The City shall thereupon be relieved and discharged from any further liability and obligation to the Consultant, his assignees or transfers, and the Consultant and his assignees shall forfeit and lose all monies theretofore earned under the Contract, except so much as may be required to pay the Consultant's employees; provided, however, that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Consultant for the benefit of creditors made pursuant to the statutes of the State of New York.

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

21.5 This Contract may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

### ARTICLE 22 Consultant's Performance

22.1 The Consultant shall be liable to the City for all losses, expenses and damage caused by the failure of the Consultant properly to perform its obligations under this Agreement and the Consultant shall not be entitled to any compensation for services or reimbursement for costs or expenses with respect to any such obligations not properly performed by it hereunder.

### ARTICLE 23 Claims - Limitation of Action

23.1 No action shall be maintained by the Consultant, his successors or assigns, against the City on any claim based upon or arising out of this Contract unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder in the office of the Comptroller, or within six (6) months of the termination or conclusion of this contract, or within six (6) months after the accrual of the cause of action, whichever is earliest.

### ARTICLE 24 No Claim Against Officer, Agents or Employees

24.1 The Consultant agrees to not make any claim against any officer, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

24.2 The Consultant shall require each Subconsultant to the Consultant to agree in his contract not to make any claim against the City, its officers, agents or employees, by reason of such contract, or any acts or omissions of the Consultant.

24.3 Nothing in this contract shall be construed to give any person other than the City and the Consultant any legal or equitable right, remedy or claim under this contract; but it shall be held to be for the sole and exclusive benefit of the City and the Consultant.

### ARTICLE 25 Notices

25.1 Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mail box in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

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### ARTICLE 26 Investigations

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

26.1.1 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, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

26.1.2 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;

26.1.3 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 no 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.

26.1.4 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 26.3 below without the City incurring any penalty or damages for delay or otherwise.

26.2 The penalties which may attach a final determination by the commissioner or agency head may include but shall not exceed:

26.2.1 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

26.2.2 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.

26.3 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 26.3.1 and 26.3.2 below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs 26.3.3 and 26.3.4 below in addition to any other information which may be relevant and appropriate;

26.3.1 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

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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.

26.3.2 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.

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

26.3.4 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 26.2 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 26.1.3 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.

### 26.4 Definitions Used in this Article

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

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

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

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

26.5 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 consultant fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the consultant, or affecting the performance of this contract.

### ARTICLE 27 Unlawful Provisions

27.1 If this contract contains any unlawful provisions, not an essential part of the contract and which appear not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall upon the application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

### ARTICLE 28 Modification

28.1 This Contract may be modified from time to time in a writing signed by both parties in order to carry out and complete more fully and perfectly the services agreed to be performed under this Contract; provided, however, in no event shall such modification exceed the cost limitation approved by the Bureau of the Budget.

### ARTICLE 29 Errors

29.1 If this Contract contains any errors, inconsistencies, ambiguities or discrepancies, including typographical errors, the Consultant shall request a clarification of same by writing to the Commissioner whose decision shall be

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binding upon the parties.

### ARTICLE 30 Representations, Warranties and Affirmations

30.1 Procurement of Agreement: The Consultant represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Consultant 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 Consultant 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 hereof.

30.1.1 For a breach or violation of such representations or warranties, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and the Consultant shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

30.2 Conflict of Interest: The Consultant represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Consultant represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

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

30.3.1 The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition;

30.3.2 Unless otherwise required by law, the prices which have been quoted in this contract and on the proposal submitted by the Consultant have not been knowingly disclosed by the Consultant prior to the proposal opening, directly or indirectly, to any competitor; and

30.3.3 No attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

30.3.4 The fact that the Consultant (1) has published price lists, rates, or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid, does not, in itself, constitute a disclosure within the meaning of the above.

30.4 Affirmations: The Consultant affirms and declares that it 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 Consultant to receive public contracts.

### ARTICLE 31 No Discrimination

31.1 As required by New York State Labor Law Section 220 (e), the parties hereto agree as follows:

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31.1.1 That in the hiring of employees for performance of work under this contract or any subcontract hereunder neither the Consultant, subcontractor, nor any person acting on behalf of such Consultant or subcontractors shall by reason of race, creed, color 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;

31.1.2 That neither the Consultant, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

31.1.3 That there may be deducted from the amount payable to the Consultant by the City under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

31.1.4 That this contract may be canceled or terminated by the City and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the contract.

31.1.5 The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

31.2 As required by New York City Administrative Code §6-108

31.2.1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color, or creed of such person.

31.2.2 It shall be unlawful for any person or any servant, agent, or employee of any person, described in subdivision 31.2.1 above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

31.2.3 Disobedience of the foregoing provisions shall be deemed a violation of a material provision of this contract.

31.2.4 Any person, or the employee manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty days, or both.

## ARTICLE 32 Equal Employment Opportunity

32.1 This contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O.50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the Consultant agrees that:

32.1.1 The Consultant will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, 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;

32.1.2 When it subcontracts, the Consultant will not engage in any unlawful discrimination 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;

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32.1.3 The Consultant will state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship, or that it is an equal employment opportunity employer;

32.1.4 The Consultant will send to each labor organization or representative or workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E. O. 50 and the rules and regulations promulgated thereunder; and

32.1.5 The Consultant will furnish all information and reports including an Employment Report before the award of the contract which are required by E. O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Office of Labor Services ("DLS"), and will permit access to its books, records and accounts by DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

32.2 The Consultant understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with the E. O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the imposition by the Commissioner of any or all of the following sanctions:

- 32.2.1 disapproval of the Consultant;
- 32.2.2 suspension or termination of the contract;
- 32.2.3 declaring the Consultant in default; or
- 32.2.4 in lieu of any of the foregoing sanctions, Director may impose an employment program.

32.3 The Consultant agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000.00 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 Consultant 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.

32.4 The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to E. O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E. O. 50 and the rules and regulations promulgated thereunder.

### ARTICLE 33 All Prior Written or Oral Agreements Excluded

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

### ARTICLE 34 Head Notes and Marginal Notations

34.1 Notations in the margins and headnotes are not part of the contract and are for reference purposes only. They in no way define, limit or describe scope or intent of the article or section of the Agreement nor in any way affect this Agreement.

### ARTICLE 35 Dust Hazards

35.1 Should a harmful dust hazard be created in performing the work of this contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the State of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard, by the Consultant. Failure to comply with this provision after notice shall make this contract void.

### ARTICLE 36 Participation in an International Boycott

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36.1 The Consultant agrees that neither the Consultant nor any substantially-owned affiliated company has participated, is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

36.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Consultant or a substantially-owned affiliated company thereof, 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 option, render forfeit and void this contract.

36.3 The Consultant shall comply in all respect, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

### ARTICLE 37 Effective and Binding

37.1 This contract shall neither be binding nor effective unless:

37.1.1 Approved by the Mayor pursuant to the provisions of Executive Order No. 42, dated October 9, 1975 in the event the Executive Order requires such approval; and

37.1.2 Certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and

37.1.3 Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the Act require such approval.

37.1.4 It has been authorized by the Mayor, and the Comptroller shall have endorsed his certificate, that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out this agreement.

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

### ARTICLE 38 Choice of Law, Consent to Jurisdiction and Venue

38.1 This Contract shall be deemed to be executed in the City of New York, regardless of the domicile of the Consultant, and shall be governed by and construed in accordance with the laws of the State of New York.

38.2 The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this agreement and intent, the Consultant agrees:

38.2.1 If the City initiates any action against the Consultant in Federal Court or in New York State Court, service or process may be made on the Consultant, either in person, wherever such Consultant may be found, or by registered mail addressed to the Consultant at its address as set forth in this Contract, or to such other address as the Consultant may provide to the City in writing; and

38.2.2 With respect to any action between the City and the Consultant in New York State Court, the Consultant hereby expressly waives and relinquishes any rights it might otherwise have (1) to move to dismiss on grounds of forum non conveniens, (2) to remove to Federal Court; and (3) to move for a change of venue to a New York State Court outside New York County.

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38.2.3 With respect to any action between the City and the Consultant in Federal Court located in New York City, the Consultant expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

38.2.4 If the Consultant commences any action against the City in a court located other than in the City and State or New York, upon request of the City, the Consultant shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York, or if the court where the action is initially brought will not or cannot transfer the action, the Consultant shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

38.3 If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

### ARTICLE 39 Waiver

39.1 Waiver by the City of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same be agreed to in writing by the Commissioner.

### ARTICLE 40 All Defenses Reserved

40.1 Each and every defense, right and remedy that the City has under this Contract is not exclusive and it is in addition to and concurrent with all other defenses, right and remedies which the City has under this Contract and which the City otherwise has, will have, or may have under law, equity, or otherwise.

### ARTICLE 41 MacBride Principles Provisions

41.1 Notice to all Prospective Contractors: Local Law No. 34 of 1991 became effective on September 10, 1991 and added section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of work place opportunity.

41.2 Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business operations in Northern Ireland conducted by the contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

41.3 Prospective contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest responsible bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the city that the contract be awarded to other than the lowest responsible bidder pursuant to Section 313(b)(2) of the City Charter.

41.4 In the case of contracts let by other than competitive sealed bidding, if a prospective contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its functions and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price.

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41.5 In accordance with section 6-115.1 of the Administrative Code of the City of New York, the contractor stipulates that such contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent 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.

41.6 For purposes of this section, the following terms shall have the following meanings: "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work place opportunity which require employers doing business in Northern Ireland to:

- 41.6.1 increase the representation of individuals from under represented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- 41.6.2 take steps to promote adequate security for the protection of employees from under represented religious groups both at the work place and while traveling to and from work;
- 41.6.3 ban provocative religious or political emblems from the work place;
- 41.6.4 publicly advertise all job openings and make special recruitment efforts to attract applicants from under represented religious groups;
- 41.6.5 establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- 41.6.6 abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 41.6.7 develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- 41.6.8 establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- 41.6.9 appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

41.7 The contractor agrees that the covenants and representations in Paragraph 42.5 above are material conditions to this contract. In the event the contracting entity receives information that the contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirement contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law.

### ARTICLE 42 Vendex Questionnaires

42.1 Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, the Consultant 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 or the Consultant, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

## Requirements Contract for Surveying Services

42.2 Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9<sup>th</sup> Floor, New York, New York 10007. In addition, the Consultant must submit a Confirmation of Vendex Compliance to the Department.

42.3 Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The Consultant may also obtain Vendex forms and instructions by contacting the ACCO or the contact person for this contract.

### ARTICLE 43 – Ultra Low Sulfur Diesel Fuel – Rider for Public Works Contracts – Local Law 77

In accordance with Local Law 77 of 2003, codified at section 24-163.3 of the New York City Administrative Code:

I. DEFINITIONS: For purposes of this Local Law 77 Rider, the following definitions apply:

A. "Contractor" means any person or entity that enters into a Public Works Contract with a City agency, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

B. "Lower Manhattan" means the area of New York County consisting of the area to the south of and within Fourteenth Street.

C. "Motor Vehicle" means any self-propelled vehicle designed for transporting persons or property on a street or highway.

D. "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

E. "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

F. "Public Works Contract" means a contract with a City agency for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a City agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a City agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

G. "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

II. ULTRA LOW SULFUR DIESEL FUEL: The requirements of this Part II are effective June 19, 2004 for Public Works Contracts for Lower Manhattan and December 19, 2004 for all other Public Works Contracts.

A. All Contractors shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this contract.

## Requirements Contract for Surveying Services

B. Notwithstanding the requirements of paragraph A, Contractors may use diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this Part II, where the Commissioner of the New York City Department of Environmental Protection (“DEP Commissioner”) has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of City agencies and Contractors. Any determination made pursuant to this subdivision shall expire after six months unless renewed.

C. Contractors shall not be required to comply with this Part II where the agency letting this contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million is not available to meet the requirements of Local Law 77, provided that such Contractor in its fulfillment of the requirements of this contract, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Part II shall be in full force and effect unless the agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

D. Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Local Law 77, if any, at [www.nyc.gov/dep](http://www.nyc.gov/dep) or by contacting the Department issuing this solicitation.

E. The requirements of this Part II do not apply where they are precluded by federal or State funding requirements or where the contract is an emergency procurement.

F. The requirements of this Part II do not apply to Public Works Contracts entered into or renewed prior to June 19, 2004.

### III. BEST AVAILABLE TECHNOLOGY

A. The requirements of this Part III are effective June 19, 2004 for Public Works Contracts for Lower Manhattan; June 19, 2005 for all Public Works Contracts valued at \$2,000,000 or more; and December 19, 2005 for all Public Works Contracts.

All Contractors shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this contract.

For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, Contractors shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The Contractor shall fully document all steps in the best available technology selection process and shall furnish such documentation to the Department or the DEP Commissioner upon request. The Contractor shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

B. No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Part III within three years of having first utilized such technology for such vehicle.

C. This Part III shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty calendar days.

D. The Contractor shall not be required to comply with this Part III with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

1. Where the agency makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

## Requirements Contract for Surveying Services

2. Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.
3. In determining which technology to use for the purposes of subsections (D)(1) and (D)(2) above, Contractor shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.
4. Contractors shall submit requests for a finding or a waiver pursuant to this subsection (D) in writing to the DEP Commissioner, with a copy to the ACCO of the Department issuing the solicitation. Any finding or waiver made or issued pursuant to subsections (D)(1) and (D)(2) above shall expire after one hundred eighty days, at which time the requirements of subsection A shall be in full force and effect unless the agency renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

E. The requirements of this Part III do not apply where they are precluded by federal or State funding requirements or where the contract is an emergency procurement.

F. The requirements of this Part III shall not apply to Public Works Contracts entered into or renewed prior to June 19, 2004.

IV. SECTION 24-163 OF THE NEW YORK CITY ADMINISTRATIVE CODE: Contractors shall comply with Section 24-163 of the New York City Administrative Code related to the idling of the engines of motor vehicles while parking.

## V. COMPLIANCE

A. Contractor's compliance with these provisions may be independently monitored. If it is determined that the Contractor has failed to comply with any provision of this rider, any costs associated with any independent monitoring incurred by the City shall be reimbursed by the Contractor.

B. Any Contractor who violates any provision of this rider, except as provided in subsection (C) below, shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such Contractor for failure to comply with this rider.

C. No Contractor shall make a false claim with respect to the provisions of this rider to a City agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

## VI. REPORTING

A. For all Public Works Contracts covered by this Rider, the Contractor shall report to the Department the following information:

1. The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
2. The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;
3. The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;
4. The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Part III, including a breakdown by vehicle model and the type of technology used for each such vehicle;
5. The locations where such Nonroad Vehicles were used; and

## Requirements Contract for Surveying Services

6. Where a determination is in effect pursuant to Part II.B or II.C, detailed information concerning the Contractor's efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million.

B. The Contractor shall submit the information required by Paragraph A at the completion of work under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover work performed the preceding fiscal year (July 1- June 30).

### ARTICLE 44 – Ultra Low Sulfur Diesel Fuel – Rider for Public Works Contracts - Coordinated Construction Act for Lower Manhattan

In accordance with the Coordinated Construction Act for Lower Manhattan, a New York State law, as amended:

I. DEFINITIONS: For purposes of this Coordinated Construction Act for Lower Manhattan Rider, the following definitions apply:

A. "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson river as it exists now or may be extended would intersect with the southerly line of West Houston street in the borough of Manhattan extended, thence easterly along the southerly side of West Houston street to the southerly side of Houston street, thence easterly along the southerly side of Houston street to the southerly side of East Houston street, thence northeasterly along the southerly side of East Houston street to the point where it would intersect with the United States pierhead line in the East river as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

B. "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City of New York known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

C. "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

D. "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

E. "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

II. REQUIREMENTS: Contractors and subcontractors are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine horsepower (HP) rating of 50 HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

Requirements Contract for Surveying Services

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: \_\_\_\_\_

Requirements Contract for Surveying Services

ACKNOWLEDGMENT BY 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 is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
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**

1. Type of Services: Surveying services for various projects, as specified by the Commissioner on a Work Order basis, for the Borough indicated below. The Commissioner reserves the right to assign the Consultant projects in any of the five Boroughs.
2. Borough:  
Borough of Staten Island: \_\_\_\_\_  
Borough of Queens: \_\_\_\_\_  
Borough of Manhattan: \_\_\_\_\_  
Borough of Brooklyn: \_\_\_\_\_  
Borough of the Bronx: \_\_\_\_\_
3. Total Not to Exceed Amount:  
Borough of Staten Island: \$1,000,000  
Borough of Queens: \$1,000,000  
Borough of Manhattan: \$1,000,000  
Borough of Brooklyn: \$1,000,000  
Borough of Bronx: \$1,000,000
4. Guaranteed Minimum  
(total cumulative amount of  
Work Orders issued) At least \$5,000
5. Contract Time Frame  
Contract Term: 730 consecutive calendar days  
Extension of Contract Term: 365 consecutive calendar days  
Renewal of Contract Term: duration: 365 consecutive calendar days  
amount: up to \$500,000
6. Contract Executive: to be inserted after selection of the Consultant
7. New York State Licensed  
Land Surveyor(s): to be inserted after selection of the Consultant
8. Subconsultant(s): if applicable, to be inserted after selection of the Consultant
9. Exhibits to the Contract  
Exhibit A Contract Information  
Exhibit B Specific Requirements  
Exhibit C Unit Prices and Hourly Rates  
Exhibit D Requirements Per Title  
Exhibit E Technical Requirements

**EXHIBIT B**

**SPECIFIC REQUIREMENTS**

**(1) SURVEYING SERVICES**

1.1 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.

1.1.1 Surveying services set forth in the Technical Requirements, Exhibit E.

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

1.2 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.

1.3 Performance of Services by Consultant's Own Employees: The Consultant agrees to provide all required personnel for the performance of services hereunder through its own employees and/or through its Sub consultants, as set forth in Exhibit A, unless otherwise approved by the Commissioner.

1.4 Reimbursable Services: The Consultant may be directed by the Commissioner to provide Reimbursable Services for the Project, as set forth below. The Consultant shall provide such Reimbursable Services, if so directed in writing by the Commissioner. For Reimbursable Services in excess of \$150, the Commissioner's written authorization must be obtained in advance of the expenditure. The Consultant shall provide such Reimbursable Services through entities approved by the Commissioner, and shall utilize the method of procurement and form of payment directed by the Commissioner. Payment for Reimbursable Services shall be in accordance with Article 4 of this Exhibit B.

1.4.1 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) Printing of CD-ROMS or Survey Documents in excess of the number required for Preliminary and Final Submissions, as set forth in the Technical Requirements
- (b) Long distance travel, i.e., travel which is in excess of 75 miles from whichever of the following is closer to the destination: (1) Columbus Circle, or (2) Consultant's home office.
- (c) Purchase of equipment other than that described in Article 4.3.3(a). 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.

1.4.2 In the event the Consultant is directed to purchase equipment or any miscellaneous item(s), such equipment or item(s) shall, unless otherwise directed by the Commissioner, be the sole property of the City upon delivery to the designated location. Upon completion of the required work, as directed by the Commissioner, the Consultant shall turn such item(s) over to the City.

1.5 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).

1.5.1 The Consultant shall, when requested by the Commissioner, provide overnight mail service (i.e., pick-up and delivery) for Project documents.

1.5.2 The Consultant shall provide transportation, including parking and tolls, for all personnel performing services for the Project.

1.5.3 The Consultant shall provide communications equipment and service, including without limitation cellular telephones and beepers, for all personnel assigned to the Project. The telephone and beeper

## Requirements Contract for Surveying Services

numbers of all personnel assigned to the Project shall be submitted to the Commissioner.

1.5.4 The Consultant shall provide the items and equipment set forth in Article 4.3.3(a) of this Exhibit B.

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

### (2) WORK ORDER PROCESS

2.1 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 services the Consultant shall be required to provide are set forth in this Exhibit. The Consultant shall not perform services hereunder until the Commissioner has issued a Work Order as set forth below.

2.2 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) based on staffing hours (Time Card). Such payment methods are set forth in Article 4.

2.3 Issuance of Work Orders by Commissioner: 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. Prior to issuing a Work Order, the Commissioner shall review the Consultant's proposed Staffing Plan for the required services.

2.3.1 Project(s) for which services are required

2.3.2 Services to be performed by the Consultant

2.3.3 Method of payment for the performance of services

2.3.4 Documents provided by the Commissioner

2.3.5 Time frame for completion of the required services

2.3.6 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 Staffing Hours, and (3) Allowance for Reimbursable Services.

2.4 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.

2.5 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.

2.6 Reallocation of Allowance Amounts: 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.

2.7 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.

2.8 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

## Requirements Contract for Surveying Services

or implied by conduct, shall constitute a material breach of this Contract.

3.9 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.

### (3) CONSULTANT'S PERSONNEL

3.1 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 and/or through its Sub-consultants set forth in Exhibit A, unless otherwise approved by the Commissioner. The Consultant agrees that its employees, agents, and Sub-consultants shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

3.2 Contract Executive: The Contract Executive, identified in Exhibit A, shall serve as the Consultant's principal representative with respect to its obligation under the Contract. Such Contract Executive shall be responsible for the following with respect to Work Orders issued hereunder: (1) submitting and signing proposed Staffing Plans; (2) coordinating the activities of personnel performing services; (3) submitting and signing required reports; (4) submitting and signing requisitions for payment, and (5) providing, on an as needed basis, executive or management expertise and oversight.

3.2.1 It is the intent of the City to secure the personal services of the individual identified as the Contract Executive in Exhibit A. Accordingly, the Consultant agrees to provide such individual as Contract Executive for the entire duration of the Contract. Failure by the Consultant to do so will be considered a material breach of the Contract and grounds for termination for cause. Replacement of such individual 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 services within nine months of the date the Consultant submitted its technical proposal.

3.3 Staffing Requirements for Personnel: Staffing requirements for personnel for the required services hereunder have been established by the Commissioner and are set forth in Exhibit D. Such staffing requirements specify the titles of personnel which the Consultant may be required to provide, through its own employees and/or through its Sub-consultants.

3.3.1 Requirements Per Title: Any personnel provided by the Consultant and/or its Sub-consultants must satisfy the requirements for the specific title in which he/she is performing services. The requirements for any given title shall be the **GREATER** of the following:

- (a) The requirements for the title in question as set forth in Exhibit D. Such requirements shall consist of the specific qualifications of the individual actually identified in Consultant's technical proposal for the title in question i.e., that individual's number of years of experience, as well as his/her technical and professional qualifications.
- (b) The minimum requirements for the title in question, as set forth in Exhibit D.

3.3.2 The Consultant shall provide resumes or other documentation acceptable to the Commissioner to demonstrate that personnel provided hereunder comply with the requirements per title. In exceptional circumstances, the Commissioner, at his sole and absolute discretion, may modify the requirements per title.

3.4 Staffing Plan: For Work Orders where the method of payment is based on staffing hours (Time Card), a Staffing Plan shall be established and approved by the Commissioner prior to commencement of the Consultant's services pursuant to the Work Order.

3.4.1 Contents of Staffing Plan: 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. Such Staffing

## Requirements Contract for Surveying Services

Plan shall be numbered and dated.

- (a) A list of required titles
- (b) Specific personnel for each title
- (c) All inclusive hourly rates for all specified personnel, as set forth in Exhibit C
- (d) Total estimated hours for each title
- (e) Total estimated amounts for each title

3.4.2 Payment Limitation: For Work Orders where the method of payment is based on staffing hours (Time Card), the specific personnel identified in the approved Staffing Plan shall be considered Assigned Employees or Assigned Personnel for the purpose of the Consultant's entitlement to payment for services performed by such personnel hereunder. The Consultant shall not be entitled to payment for any personnel not assigned to the project and not included in the approved Staffing Plan.

3.4.3 Consultant's Proposed Staffing Plan: Within three (3) business days of a written request from the Commissioner, the Consultant shall submit a proposed Staffing Plan for the Project specified in the Work Order. Such proposed Staffing Plan shall include the information set forth above. With respect to specific proposed personnel, the Consultant shall submit the individual's resume and any other information detailing his/her number of years of experience, as well as technical and professional qualifications. The Consultant shall submit the following with respect to all specified personnel: (1) total estimated hours; (2) total estimated amount(s), and (3) applicable All Inclusive Hourly Rate(s), in accordance with Exhibit C.

3.4.4 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 his review of the proposed Staffing Plan, the Commissioner shall determine whether each individual proposed by the Consultant to perform services meets the requirements for the title in question, including the requisite number of years of experience, as well as technical and professional qualifications. With respect to the proposed Staffing Plan, the Commissioner shall also determine: (1) whether the personnel proposed by the Consultant are necessary for the provision of the required services, and, if applicable, (2) the All Inclusive Hourly Rates applicable to all specified personnel, in accordance with Exhibit C. The Consultant shall revise the proposed Staffing Plan as directed, until the same is approved in writing by the Commissioner.

3.4.5 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 Sub-consultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, in his sole discretion.

3.4.6 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 requested services. The Consultant shall adjust the specified personnel, as directed by the Commissioner.

3.5 Sub consultants: The Consultant shall engage such Sub consultants as may be necessary for the performance of all required services. The Consultant specifically agrees to engage those Sub consultants identified in its Proposal for the Contract and set forth in Exhibit A, unless otherwise approved by the Commissioner. Failure by the Consultant to provide the Sub consultants set forth in Exhibit A shall be grounds for termination for cause hereunder. The Consultant shall be responsible for the performance of services by all its Sub consultants, including maintenance of schedules, correlation of their work and resolution of all differences between them.

3.5.1 Approval: Sub consultants are subject to the prior written approval of the Commissioner; provided, however, no provisions of this Contract shall be construed as constituting an agreement between the Commissioner and the Sub consultant.

3.5.2 Replacement Sub consultants: No substitution for any Sub consultants shall be permitted unless

## Requirements Contract for Surveying Services

approved by the Commissioner. Any proposed replacement Sub-consultant must possess qualifications and experience substantially similar to those of the Sub consultant being replaced and is subject to the prior written approval of the Commissioner. In addition, at the Commissioner's request at any time, the Consultant shall remove any Sub consultant and substitute another Sub consultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, if, in his sole opinion, he determines that any Sub-consultant may be unable to satisfactorily provide the required services in a timely manner.

3.5.3 Payment: Expenses incurred by the Consultant in connection with furnishing Sub-consultants for the performance of required services hereunder are deemed included in the payments by the City to the Consultant, as set forth in this Exhibit. The Consultant shall pay its Sub-consultants 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.

3.5.4 Subcontracts: The Consultant shall inform all Sub-consultants engaged in performing services hereunder fully and completely of all terms and conditions of this Contract relating either directly or indirectly to the services to be performed. The Consultant shall stipulate in all subcontracts with its Sub-consultants that all services performed and materials furnished thereunder shall strictly comply with the requirements of this Contract. If requested by the Commissioner, the Consultant shall furnish copies of agreements and subcontracts with its Sub-consultants.

3.6 Employees of the Consultant: The Consultant is solely responsible for the work and department of all its personnel and its Sub-consultants. These are employees of the Consultant or its Sub-consultant and not the City.

### (4) PAYMENT TERMS AND CONDITIONS

#### 4.1 General

4.1.1 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.

4.1.2 Guaranteed Minimum: The City guarantees that for the entire period of time the Contract is in effect (i.e., throughout the term of the Contract, plus any extension and/or renewal) it will issue Work Orders to the Consultant, the cumulative total of which shall be at least the amount set forth in Exhibit A. The City has no obligation to order services in excess of the guaranteed minimum amount specified therein, and no action for damages or for loss of profits shall accrue to the Consultant by reason thereof.

4.1.3 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 staffing hours (Time Card).

4.1.4 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).

4.1.5 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

## Requirements Contract for Surveying Services

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.

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

4.2.1 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 Staffing Hours, and (3) Allowance for Reimbursable Services.

4.2.2 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.

4.2.3 Reallocation of Allowance Amounts: Notwithstanding the specific amounts allocated for allowances, as set forth in Work Orders issued hereunder, the Commissioner may, by issuance of a Supplemental Work Order to the Consultant, reallocate such specific allowance amounts.

4.3 Payment for Services Based on Unit Prices

4.3.1 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.

4.3.2 Unit Items: Unit items for surveying services to be provided by the Consultant are set forth in Exhibit C. 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.

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

- (a) All expenses incurred by the Consultant and/or its Subconsultant(s) 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, including computer equipment, computer hardware, peripherals, software, surveying equipment, measurement equipment, vehicles, travel expenses, as well as expenses for printing, aerial photography, boats for soundings, etc.
- (b) All expenses incurred by the Consultant and/or its Subconsultants in 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 and/or its Subconsultant(s) in making all required corrections to the Survey Documents to obtain the Commissioner's written acceptance.
- (e) All expenses related to overhead, including required insurance coverage.
- (f) Any anticipated profit.

4.3.4 Increases in Unit Prices: The Unit Prices set forth in Exhibit C shall be subject to increases as

## Requirements Contract for Surveying Services

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, Specialty and Technical Occupations, published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"). If the Index declines or shows no increase, unit prices shall not be increased. Any increases in unit prices shall be applied on a prospective basis only.

### 4.4 Payment for Services Based on Staffing Hours (Time Card)

4.4.1 Application: In the event the Commissioner directs that the method of payment for the performance of services by the Consultant shall be based on staffing hours (Time Card), the provisions set forth in this Article 4 shall apply. In such case, the Work Order shall specify an Allowance for Staffing Hours. 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.

4.4.2 Information from Staffing Plan: If the Work Order specifies that payment shall be based on staffing hours (time card), 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 personnel for the performance of services and All Inclusive Hourly Rates for such personnel. The specific personnel set forth in the Staffing Plan shall be considered Assigned Employees for the purpose of payment hereunder.

4.4.3 All Inclusive Hourly Rates: The All Inclusive Hourly Rates for specific personnel set forth in the Staffing Plan shall be in accordance with Exhibit C. Such All Inclusive Hourly Rates shall apply to all hours during which an Assigned Employee performs services for the Project, including overtime hours. No increase in such rates shall be provided for services performed during overtime hours. Such All Inclusive Hourly Rates shall be deemed to include all expenses included in Unit Prices, as set forth in Article 4.3.3 of this Exhibit B.

4.4.4 Amount of Payment: For any given 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) All Inclusive Hourly Rate applicable to the Assigned Employee
- (b) Total number of hours set forth on time sheets completed by the Assigned Employee for the week in question during which the Assigned Employee actually performed services hereunder. This total number of hours may include overtime hours if the Commissioner directed the Consultant in advance in writing to have the Assigned Employee perform services during overtime hours. This total number of hours shall **NOT** include the following: (1) any hours the Assigned Employee spends traveling or commuting; (2) any overtime hours, unless authorized in advance in writing; (3) any non-billable hours, as defined below, and (4) any hours during which the Assigned Employee performs services for any other project.
- (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 indirect administrative tasks, or (3) any other time keeping category consistent with standard accounting practices.

4.4.5 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 D, and (2) such principal is included in the approved Staffing Plan for such title.

## Requirements Contract for Surveying Services

4.4.6 Overtime: The Commissioner may authorize the Consultant in advance in writing to have an Assigned Employee(s) perform services during overtime hours. Overtime hours shall be defined as any hours in excess of eight (8) hours per day, Monday through Friday. Payment for services performed during overtime hours shall be in accordance with the All Inclusive Hourly Rates set forth in Exhibit C. The Consultant shall not be entitled to any increase in such rates for services performed during overtime hours.

4.4.7 Requisitions: For payment for services performed by an Assigned Employee, the Consultant shall submit the documentation set forth in this Exhibit.

4.4.8 Increases in All Inclusive Hourly Rates: The All Inclusive Hourly Rates set forth in Exhibit C 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, Specialty and Technical Occupations, 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 All Inclusive Hourly Rates shall be applied on a prospective basis only.

### 4.5 Payment for Reimbursable Services

4.5.1 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. Reimbursable Services shall be as defined in this Exhibit. 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.

4.5.2 With respect to Reimbursable Services, the Consultant shall utilize the method of procurement and form of payment directed by the Commissioner.

4.5.3 Payment for Reimbursable Services, except for long distance travel as set forth below, shall be the actual and reasonable cost incurred by the Consultant for such services.

4.5.4 The Consultant shall be entitled to a mark-up of 5% for its overhead and profit with respect to Reimbursable Services; provided, however, the Consultant shall **NOT** be entitled to any mark-up with respect to long distance travel.

4.5.5 Payment for long distance travel, as set forth below, 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." The Consultant shall **NOT** be entitled to any mark-up with respect to long distance travel expenses.

- (a) Long distance travel is 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, or (3) the home of Assigned Employee.
- (b) The Consultant shall not be reimbursed for any time the Assigned Employee spends commuting or traveling in connection with services, including long distance travel.
- (c) Expenses for long distance travel in excess of the reimbursement provided for herein shall be deemed included in payments to the Consultant (Unit Prices or All Inclusive Hourly Rates).

4.5.6 Requisitions: For payment for Reimbursable Services, the Consultant shall submit the documentation set forth in this Exhibit.

### 4.6 Requisitions for Payment

## Requirements Contract for Surveying Services

4.6.1 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) Payment for Services based on Unit Prices; (2) Payment for Services Based on Staffing Hours (Time Card), and (3) Payment for Reimbursable Services. The Consultant shall submit one original and three (3) copies of each requisition for payment.

4.6.2 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) Payment for Services Based on a Unit Prices: For any given 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) a 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) Payment for Services Based on Staffing Hours (Time Card): For any given period for which the Consultant is requesting payment for services based on staffing hours, the Consultant shall submit the documentation set forth below:
  - (1) Name and title of the Assigned Employee
  - (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
  - (4) Number of hours worked each day by the Assigned Employee
  - (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, and (3) non-billable hours, as set forth above.
  - (6) Commissioner authorization for services during overtime hours, if applicable
- (d) Payment for Reimbursable Services: For payment for Reimbursable Services, the Consultant shall submit the documentation set forth below.
  - (1) Copy of the Commissioner's directive authorizing the Reimbursable Service(s)
  - (2) Receipted bills or any other data required by the Commissioner

4.6.3 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 be filed with the

## Requirements Contract for Surveying Services

Comptroller, with a copy available to the Consultant if requested.

### (5) **TIME PROVISIONS**

5.1 **Term of Contract:** This Contract shall commence as of the date of the advice of award and shall remain in effect for the period of time set forth in Exhibit A.

5.2 **Extension of Contract:** 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.

5.3 **Renewal of Contract:** 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.

5.4 **Continuation of Contract for Payment Purposes Only:** In the event (1) the Consultant's services are required with respect to a Project, (2) a Work Order for such 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 such Project extends beyond the term of the Contract, the Contract shall remain in effect FOR PAYMENT PURPOSES ONLY through the time frame for completion of such Project, as set forth in the Work Order or any Supplementary Work Order required to complete the Project.

5.4.1 For the purpose of this section, 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 set forth in Paragraph 6.1; (2) the extended term of the Contract set forth in Paragraph 6.2, or (3) the renewal term of the Contract set forth in Paragraph 6.3.

**EXHIBIT C**

**UNIT PRICES AND 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 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 C 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, Specialty and Technical Occupations, 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.

**EXHIBIT D**

**REQUIREMENTS PER TITLE**

**Applicable Requirements:** Any personnel provided by the Consultant and/or its Subconsultant must satisfy the requirements for the specific title in which he/she is performing services. The requirements for any given title shall be the **GREATER** of the following:

- (A) Requirements Per Title set forth in Section (A) below, or
- (B) Minimum Requirements Per Title set forth in Section (B) below.

**SECTION A – REQUIREMENTS PER TITLE**

**REQUIREMENTS PER TITLE** The Requirements Per Title set forth below are based upon the qualifications of specific personnel identified by the Consultant in its Proposal.

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	_____	_____
Survey Project Manager.....	_____	_____
Survey Party Chief.....	_____	_____
Survey Instrument Operator.....	_____	_____
Survey Technician/Researcher.....	_____	_____
CADD/GIS Technician..	_____	_____

**SECTION B - MINIMUM REQUIREMENTS PER TITLE**

<b>TITLE</b>	<b>MINIMUM REQUIREMENTS</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Licensed Surveyor.....	10	New York State Licensed Surveyor
Survey Project Manager.....	5	N/A
Survey Party Chief.....	5	N/A
Survey Instrument Operator.....	3	N/A
Survey Technician/Researcher.....	3	N/A
CADD/GIS Technician..	3	N/A

**EXHIBIT E**

**TECHNICAL REQUIREMENTS  
FOR  
SURVEYING SERVICES  
FOR  
VARIOUS PROJECTS**

**CITY OF NEW YORK  
FOR THE DEPARTMENT OF DESIGN AND CONSTRUCTION**

## **TECHNICAL REQUIREMENTS FOR SURVEYING SERVICES**

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  - 2.02 Survey Requirements and Information to be Obtained and Shown on the Maps
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#### **SECTION 3 - UNIT PRICE ITEM NO. 2**

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Preparation of Damage and Acquisition Maps

**NOT USED**

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Requirements Contract for Surveying Services

**SECTION 4 - UNIT PRICE ITEM NO.3**

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## Requirements Contract for Surveying Services

### **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
(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.
(5)	Preparation of Survey Documents for Highway, Sewer and Water Main Projects. (a) Clean Base Maps (b) Topographical Maps (c) Composite Utility Maps and Profile Drawings (d) Highway Profile Drawings (e) Survey Control 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. See Exhibit B, Article 2.

All the prepared Survey Documents shall be reconciled to information on record, including that at the respective Offices of the Borough Presidents. These 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 take cognizance of the basic minimum requirements set forth herein, together with such other requirements as may be necessary and proper for the complete fulfillment of this contract for the purpose for which 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-runs 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.
- G. Aerial Photogrammetry may be utilized for the preparation of Survey Documents as outlined in section 1.04. However, the Consultant will be required to conduct a detailed Topographical and Utility Survey by using standard electronic/ manual methods to produce utility/composite plans as per the Specific Requirements.

**1.03 MINIMUM REQUIREMENTS FOR SURVEYING SERVICES**

**A. Vertical Control**

Benchmarks – One Permanent Benchmark on 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 on permanent objects includes: steps, masonry walls, settlement cuts on brick buildings etc. or by setting copper plugs in concrete posts if other appropriate fixed points are not available. Benchmarks shall be referenced to the appropriate datum for the borough in which the work is being done. The required method of obtaining elevations is differential leveling. The accumulative error in benchmark elevations shall not exceed 0.002 feet per set-up. A minimum of two (2) Borough President Bench marks must be tied to and verified for each project. When Benchmarks exceed maximum accumulative error, other benchmarks must be reconnaissanced and measured until found benchmarks meet accumulative error specifications. All set

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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 BEFORE work commences.

### B. Horizontal Control

The complete Survey Documents are to be referenced to baselines/traverse, 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 mark 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 witnessed to three permanent structures in three separate quadrants, and measured to the nearest one hundredth of a foot (0.01'). The allowable minimum error (precision of closure) in the base line/traverse closure after angular adjustment shall be 1 in 20,000. Measurement methods other than electronic Total Station such as using GPS equipment is allowable, but must be pre-approved in writing by the Chief of the Topographical Section BEFORE work commences.

### 1.03.1 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 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 780 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 or may be substituted for another type of marking as pre-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

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ways), center line of street, back edges of ribbon sidewalks, possession lines, and adopted widening lines(s) where applicable.

### 1.03.2 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 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 on permanent objects includes: steps, settlement cuts on brick buildings etc. or by setting copper plugs in concrete posts if other appropriate fixed points are not available. Benchmarks shall be referenced to the appropriate datum for the borough in which the work is being done. The required method of obtaining elevations is differential leveling. The accumulative error in benchmark elevations shall not exceed 0.002 feet per set-up. A minimum of two (2) Borough President Bench marks must be tied to and verified for each project. When Benchmarks exceed maximum accumulative error, other benchmarks must be reconnaissance 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 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.

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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.

### 1.05 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 Article 9 of the contract.

### 1.06 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. 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).
  - 7. Indicate, by a note, UNDERPASS or OVERPASS, where a street continues through an underpass or an overpass.
  - 8. Show existing traffic flow with arrow symbol provided.
- 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).

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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. Location of all types of sewers, manholes, catch basins, inlets and their connections to the sewers. Also, location of the nearest connected sewer manhole (which may fall outside of the project limits). 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.

### E. 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, identification numbers as shown on poles, 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 two feet 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 and bulkhead lines, 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 lines and show the corresponding elevations.

### H. Wetlands

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

## 1.07 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 no fee 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.

## 1.08 SURVEY DOCUMENTS – GENERAL REQUIREMENTS

### 1.08.1 FORMATS AND STANDARDS

- A. Survey Documents must be submitted 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 Auto CAD RELEASE 2000, “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 RELEASE 2000, “DWG” format. 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

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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.

### 1.08.2 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 Maps 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 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 ROM.
  - 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 Auto CADD Format).
  - 3. All backup materials, including those described in paragraph B above, shall be scanned on a CD Rom.

**1.09 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.

**1.09.1 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 two 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.

**1.09.2 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.

**1.09.3 MOBILIZATION OF PERSONNEL**

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

**1.09.4 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 **\$300.00**, 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 Comptroller will deduct and retain out of the moneys which may become due hereunder, the

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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 Comptroller.

### 1.10 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, copy on 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.

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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.

### 1.11 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.

### 1.12 DRAFTING ONLY ASSIGNMENTS

Work Orders may be issued for CADD drafting services for any of the types of Survey Documents required in 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, "as built" of 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. No assignments will be less than 30 (Thirty) days.

#### 1.12.1 PRICE TO COVER DRAFTING ASSIGNMENTS

The unit price to cover "Drafting Only" assignments shall be 40% of the unit price in Exhibit C 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.

**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. The 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 1.06.
- B. The Topographical and Property Line Map shall be drawn at a scale of one inch to 20 feet unless otherwise authorized. The graphical scale and north meridian of the Borough 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.
- D. 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 and condition shall also 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.
- E. 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. Rim elevations shall be shown for catch basins. All street surface elevations as described in item 1.06 "A" shall be shown. Elevation 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 it must be preapproved by the Commissioner). Elevations shall be shown to the nearest hundredth of a foot, except on earth 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 top and inverts of all catch basins, drains and manholes as well as invert elevations of all manholes.

- G. Structure on Site

Where buildings, etc. cover a portion of the site, elevations shall be shown at accessible exterior corners. Cellar and first floor elevations of buildings, etc. on the site shall also be shown.

## Requirements Contract for Surveying Services

### G. 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 where possible.

### I. Datum

All elevations shall refer to the Mean High Water 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.

### 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 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.

## Requirements Contract for Surveying Services

### P. Baseline and Bench Marks

#### Representation and Establishment of Baseline and Bench Marks

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 Borough President/Coast and Geodetic (NGS) benches 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 representative shall be as follows: Paragraphs (a) and (b) apply only if an 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 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 one fortieth (1/40) of an inch 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.

Requirements Contract for Surveying Services

- A. Procedure: The procedure for submission and acceptance of Survey Documents is set forth in Section 1.10 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 1.08.2 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
Maps	2	Paper prints
Maps; Backup Material (including scanned utility as-builts and plates etc.)	2	CD ROM Disk containing the electronic files in Auto CAD Release 2000 w/case
Backup Material	1	Paper Copy

- 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 ROM Electronic file in Auto CAD Release 2000 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 1.09 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.

Requirements Contract for Surveying Services

**SECTION 3 UNIT PRICE ITEM NO. 2**

**PREPARATION OF DAMAGE AND ACQUISITION MAPS**

**NOT USED**

**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 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 4.06.1"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' extensions falls within an intersection, the 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 28"x40" 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 on the cover sheet with areas delineated and numbered corresponding to the areas and sheet number of the Survey with the legend, shall be shown.
  - 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 1.08.2.
- 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 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 1.10 of these Technical Requirements.

Requirements Contract for Surveying Services

- 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 1.08.2 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 built and plates, etc.)	2	CD ROM Disk containing the electronic files in Auto CAD Release 2000 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	4	CD ROM Disk containing the electronic files in Auto CAD Release 2000 w/case

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 SCHEDULE – 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 1.09 of these Technical Requirements. Such schedule shall be based on the time frames set forth below.

Work Orders shall be completed and set 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 added for each additional intersection or location.

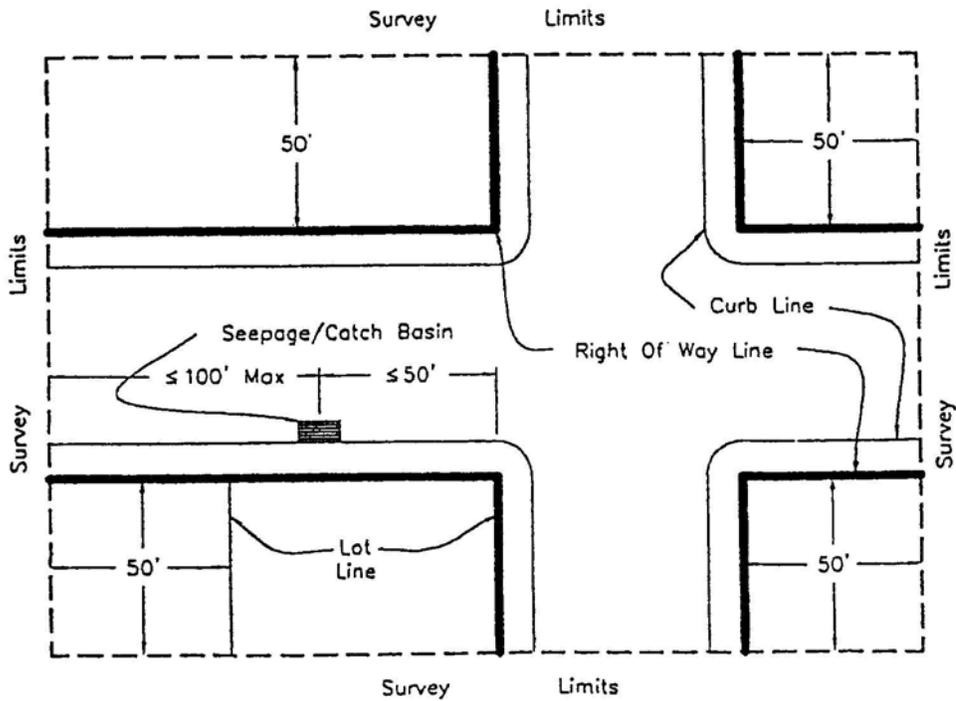
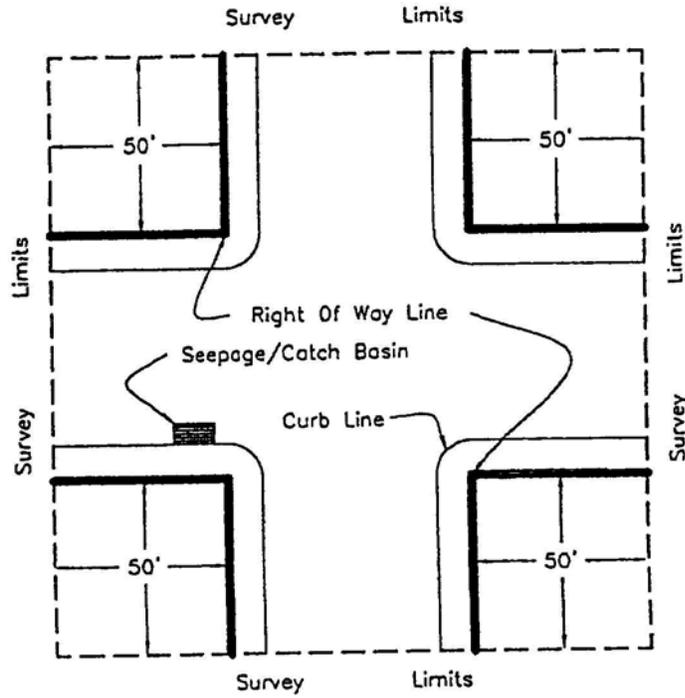
**4.05 MEASUREMENT FOR PAYMENT**

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)**

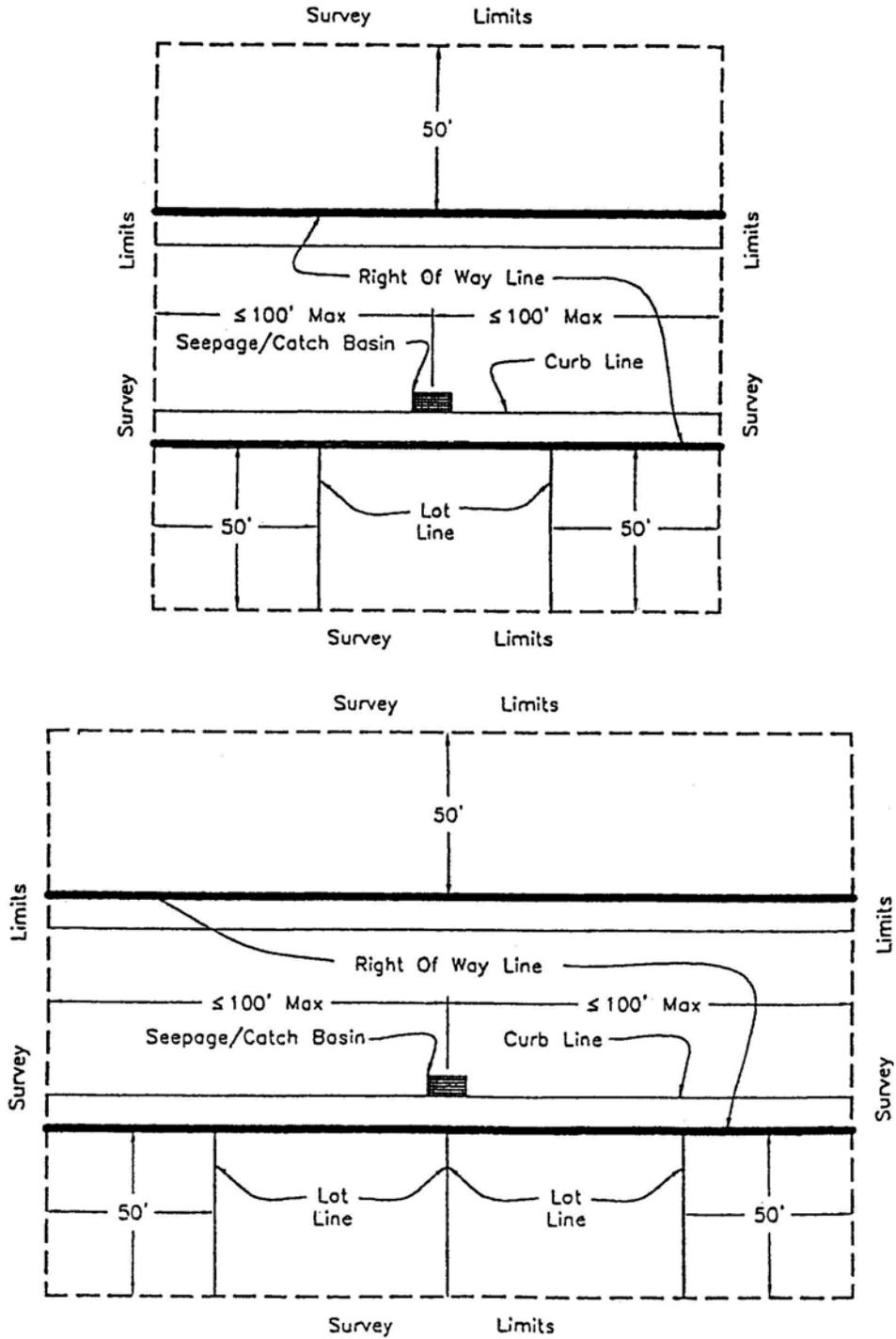
Requirements Contract for Surveying Services

A. For surveys located in or near an intersection.



Requirements Contract for Surveying Services

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



**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 following deliverables:

(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 1.06. The project limits shall include the entire area of the work as illustrated in Section 5.07 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 baseline (centerline of ROW), baseline ties to survey control traverse, location of possession lines and location of property lines, see SECTION 1. Where there are intersecting streets, the baselines (centerline of Row) shall show the two station points of the intersecting baselines.
- C. The Topographical Map(s) shall be plotted by superimposing the Utility data with the Topographic Survey data. Elevations are not to be plotted in the plan view but are to be 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 only be shown on sewers in lateral streets.
- 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 and as herein defined – including the nearest connected manhole outside the project limits.
- G. Legal Grade 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 of the Survey with the legend, shall be shown. The layout and sheet numbering of the project area will be reviewed by the resident engineer for sufficiency of design purposes before submission of preliminary. Layout must be approved in writing by the Assistant Commissioner of Infrastructure Design before submittal of preliminary plans.
  - 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, see Section 1.08.2.

**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 in the project's CD Rom.
- 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 28"x40" and the scale of the drawings shall be 1"=30', or as directed. Horizontal and 1"=5' Vertical. The scale shall be shown below the Profile view on the drawing.
- F. The drawings shall contain a statement of the datum planes for elevations, with scale and date included.
- G. Profiles along centerline 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.
- H. 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 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 drawing sheets shall overlap at street intersections. The overlap intersections shall be repeated on matched sheets.

The Map and Profile drawings shall be of 28"x40" 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', or as directed. Horizontal and 1"=5' Vertical. The respective scales shall be shown below the Profile view and the Plan view.

**5.05 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 1.10 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 1.08.2 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.

Requirements Contract for Surveying Services

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 ROM Disk containing the electronic files in Auto CAD Release 2000 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 ROM Disk containing the electronic file in Auto CAD Release 2000 w/case

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

**5.06 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 1.09 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:

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

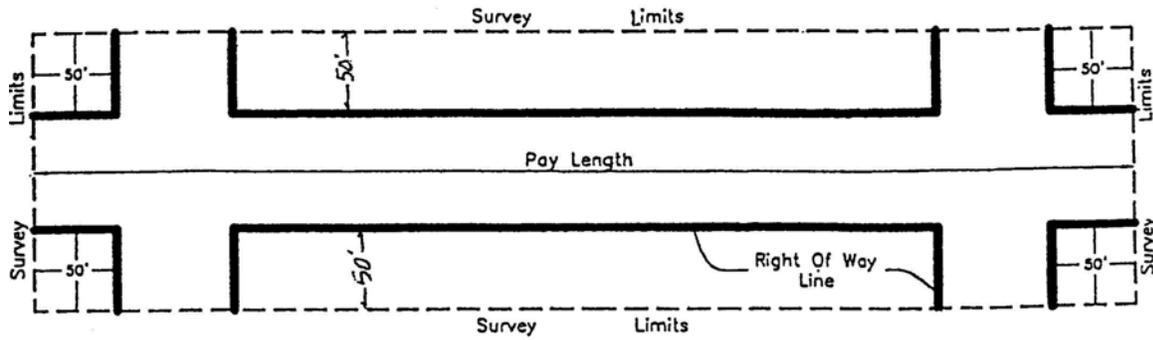
**5.07 MEASUREMENT FOR PAYMENT**

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 5.07.1 these Technical Requirements.

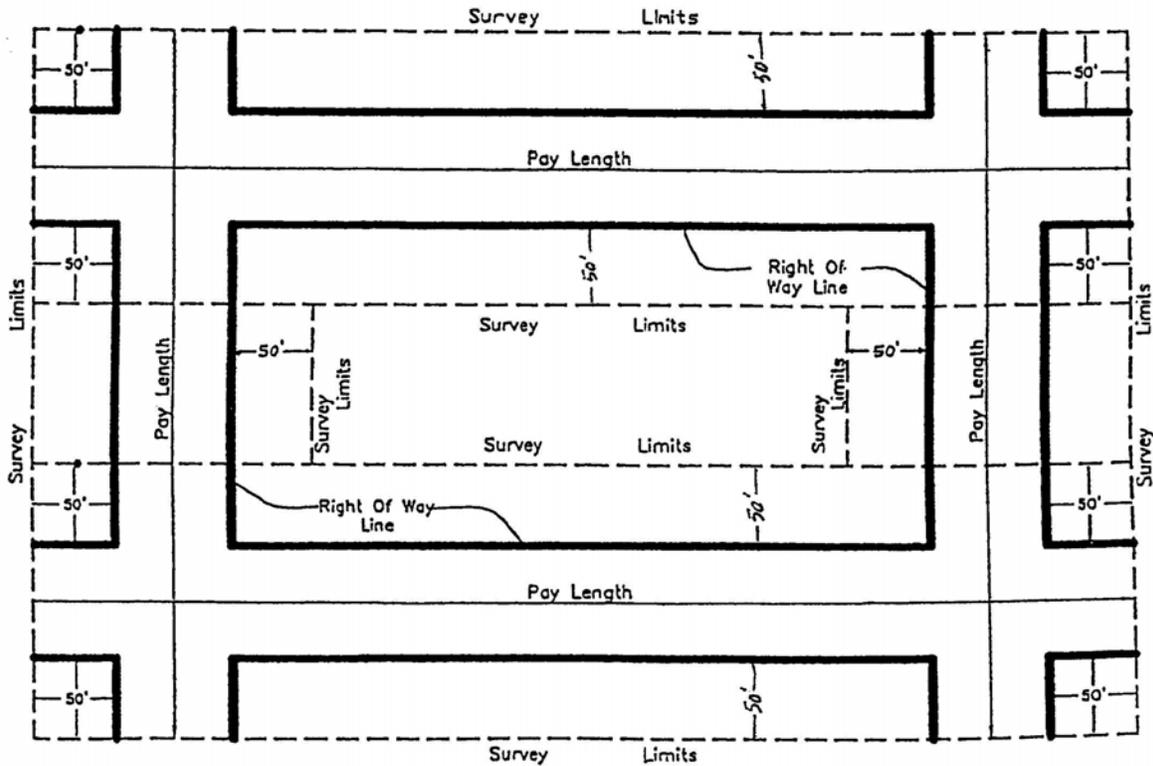
**5.07.1 MEASUREMENT FOR PAYMENT  
(SKETCH OF SURVEY LIMITS FOR SEWER AND WATER MAIN SURVEY)**

- 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 l.f. beyond the R.O.W. in all directions including extending line in the side streets intersections. The sketch below shows the payment length.



Requirements Contract for Surveying Services

- 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 overall pay lengths 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 amount.

No Further Text in 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 Map(s); (2) Clean Base Map(s); (3) Composite Utility Maps and Profile(s); (4) Highway Profile(s); and (5) 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 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 1.06. The project limits shall include the entire area of the work as illustrated in section 5.07 which includes areas 50 feet beyond the street right of way lines, or as directed by the Commissioner.
- B. A stationed centerline baseline shall be provided and tied to possession and/or R.O.W. lines. Where there are intersecting streets, the baselines (centerline of ROW) shall show the two station points of the intersection baselines.
- C. All elements of the Topographic Map(s) shall be related by either station and offset, or coordinates, to a Center Line Baseline 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 baseline (centerline of ROW), baseline ties to survey control traverse, location of possession lines and 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, traffic islands and traffic channelization and vaults.
  - 5. Location of sidewalk hardware such as coal chutes, oil fills, cellar doors, under sidewalk drains, sidewalk elevators, building sidewalk ventilation gratings, traffic signals, traffic signal poles, parking signs, parking meters, traffic control boxes, traffic controllers, traffic loop detectors, police call boxes, traffic stanchions, structural columns, artwork (all types), newsstand kiosks, sidewalk retail areas, areaways, railroad gates, trackage and cellar windows at grade.
  - 6. Direction of traffic (flow line of traffic), and the location and type of lane and crosswalk markings, including school cross markings.
  - 7. Horizontal locations shall be taken to the nearest tenth (1/10) of a foot.

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8. Vertical locations (elevations) shall be taken to the nearest hundredth (1/100) of a foot (or as specified by the Commissioner) longitudinally at fifty foot (50) stations.
  9. Full right-of-way, cross-sections stationing along the centerline baseline shall be taken at 50 feet stationing, centerline of intersecting streets, building lines at each intersection, property lines at each intersection, curbeline(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 roadway widths, center line of street, front and back edges of ribbon sidewalks, possession lines, and widening line(s) where applicable.
  10. Spot elevations shall be taken at all street/sidewalk surface hardware locations. If utility is other than a manhole or small valve elevation on all corners shall be taken. In addition, steps (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 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)], storm/combined 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 of the Survey with the legend, shall be shown. The layout and sheet numbering of the project area will be reviewed by the Commissioner for sufficiency of design purposes before submission of preliminary. Layout must be approved in writing by the Assistant Commissioner of Infrastructure Design before submittal of preliminary plans.
  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, see Section 1.08.2.
- G. Where the work requires only one sheet, the sheet shall be arranged so the sufficient space is available for notes legend, and key plan.
- 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 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 Clean Base Maps – 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, possession lines, lot lines, Block and Lot numbers, house number, buildings (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, lane lines, redundant text, “condition” text. There shall be no labeling of walks, grass, etc. The Consultant shall submit a “one-sheeter” sample for approval prior to the development of the Topographic Program. No elevations will be shown on this plan. The base map shall be plotted on a separate 28”x40” sheet with a horizontal scale of 1”=30’, or as directed.

#### **6.03.2 TOPOGRAPHICAL MAP**

- A. The Topographical 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 spot 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 28”x40” 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 MAP AND PROFILE DRAWINGS**

- A. The Composite Utility Map(s) and Profile Drawing(s) shall be plotted showing Legal Grades which must be shown both in Plan and Profile view.
- B. Sewer and Water utilities shall be identified by approved line type with the following information:  
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. Inverts and Rim elevation shall be shown for sewers and catch basins shown in 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 28”x40” 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.

## Requirements Contract for Surveying Services

- G. The drawings shall contain a statement of the datum planes for elevations.
- H. Labeling of physical features is required on this plan.
- I. Legal Grade should be shown on both Plan and Profile view.
- J. Water main profile shall be shown when existing water mains are greater or equal to 24" in size.

### 6.03.4 HIGHWAY PROFILE DRAWINGS

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

- A. The plotting of highway profiles shall include drawing to scales to be determined by Commissioner which shall generally include:
  - 1. A horizontal scale, which is to be consistent with the horizontal scale selected for the Topographic Survey.
  - 2. A vertical scale which shall be customized to reflect the specific site and which shall require pre approval by the Commissioner. Datum planes shall be customized for each profile. (Current generally adopted scale is 1"=2').
- 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 will 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, Encroachment Line, Building Line, Property Line, Possession Line/Widening Line, Back of Sidewalk Line, Legal Grade.
- 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. Witness ties to Horizontal Control shall be plotted separately at a smaller scale.
- C. Horizontal survey controls shall be tied to stationed baselines 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 1.10 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 1.08.2 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 Maps and Profile Drawings	2	Paper prints
All Maps and Profile Drawings; Backup Material (Including scanned utility as-builts and plates, etc.)	2	CD ROM Disk containing the electronic files in Auto CAD Release 2000 w/case
Backup Material	1	Paper Copys

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

Documents	Number of Sets	Format
All Maps and Profile Drawings	2	Paper Prints
All Maps and Profile Drawings	4	CD ROM Disk containing the electric file in Auto CAD Release 2000 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).

**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 1.09 of these Technical Requirements. Such schedule shall be based on the time frames set forth below.

## Requirements Contract for Surveying Services

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 work orders 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 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 project 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 l.f. beyond the building line in the side streets for all the street intersections. See sketch in section 5.07.1 "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 Map and Profile, 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 of which is deemed included in the unit price for the survey and drafting work. See Sketch in section 5.07.1 "B".
- C. For unit price item No. 5 the longitudinal length per projects 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 More Text In 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 1.06.
- 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 than 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 low water line.
- 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 Capis I.D. number, Project Name, DDC’s Topographical Section’s assigned “T” and “G” number, Contract Registration number, contract Capis I.D. number, and Contact Borough.

- A. Procedure: The procedure for submission and acceptance of Survey Documents is set forth in Section 1.10 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 1.08.2 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	Disk containing the electronic files in Auto CAD Release 2000 w/case
Backup Material	1	Paper Copy

## Requirements Contract for Surveying Services

- 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	4	CD ROM Disk containing the electronic file in Auto CAD Release 2000 w/case

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 1.09 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 More Text In 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 D – Schedule of Unit Prices, except as otherwise provided for (1) Drafting only assignments, as set forth in Section 1.14.1 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 More Text In 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 an aluminum 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, that will be 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 of curing. 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

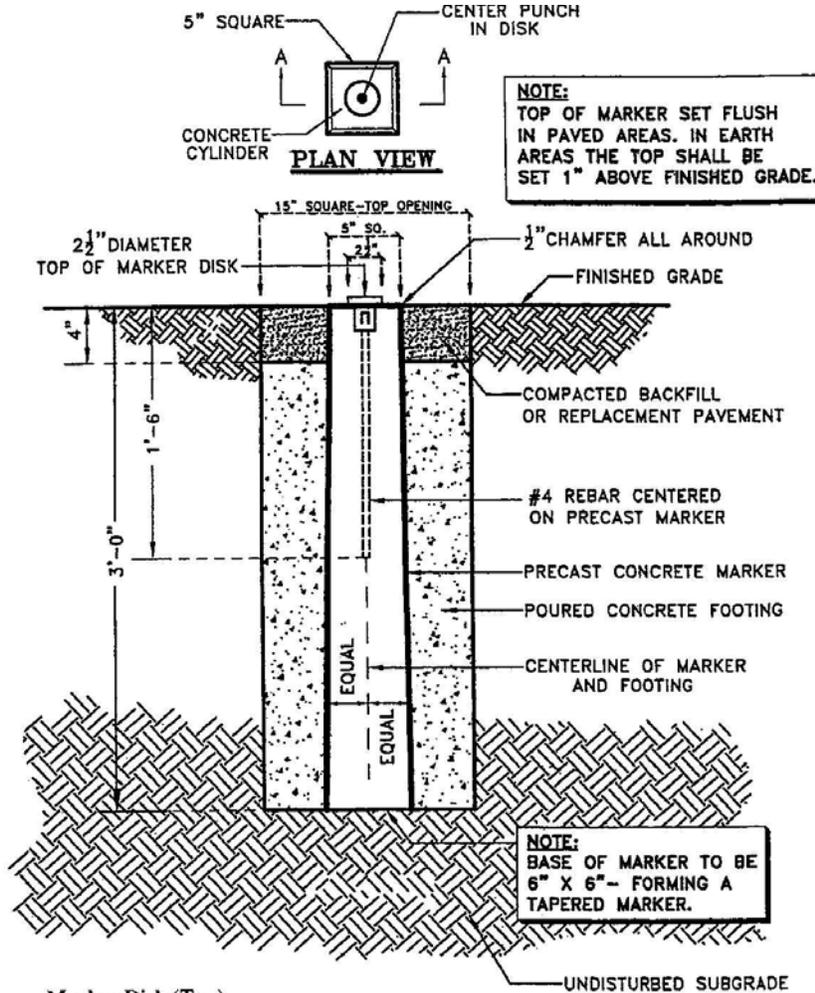
**9.03 MARKER INSTALLATION**

**9.03.1 Excavation, Removals and Backfilling**

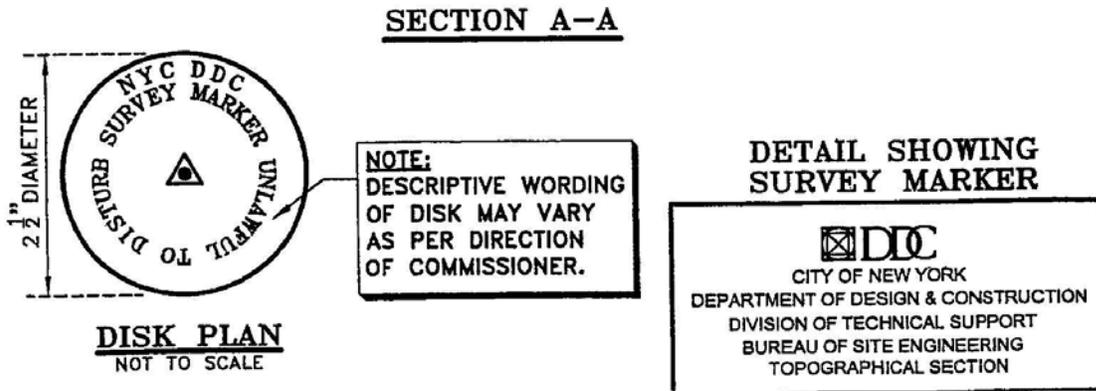
The footing hole for marker shall be excavated to the dimensions shown in Section 9.03.2. All excess excavated and removed materials shall be disposed of, legally off-off-site, by the Consultant. Where existing pavements have to be removed, the footing hole shall be saw cut with clear straight lines, forming fifteen inch square (15" square) opening. The base of the foundation hole shall be undisturbed subgrade. 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 illustrations 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 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 finished 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 where 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 concrete monument 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.

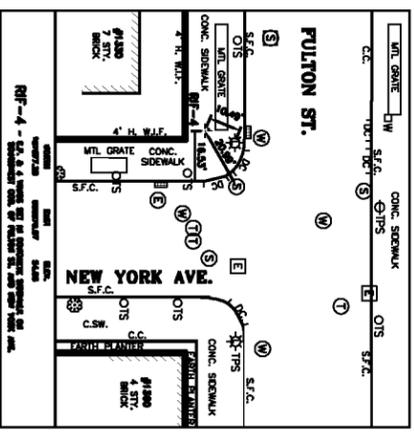
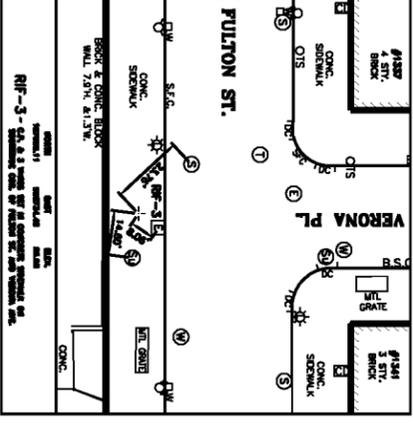
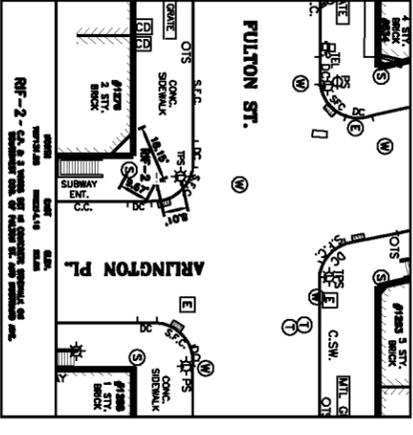
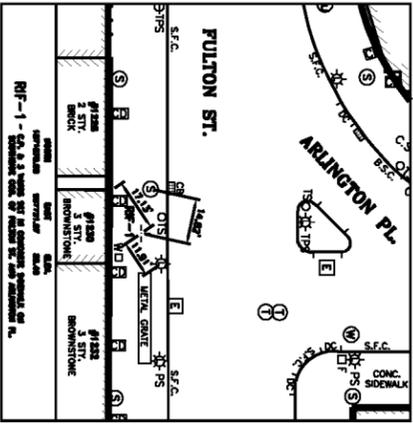
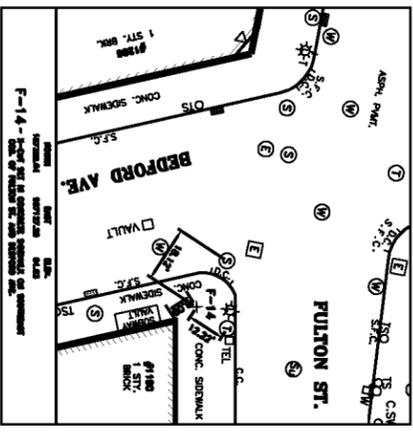
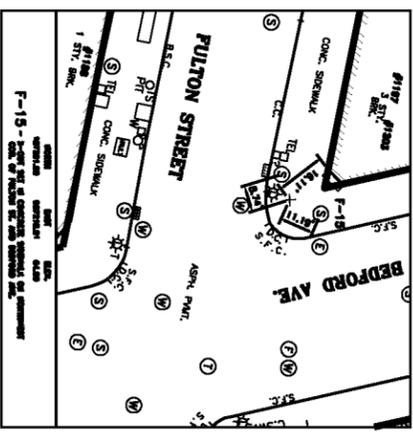
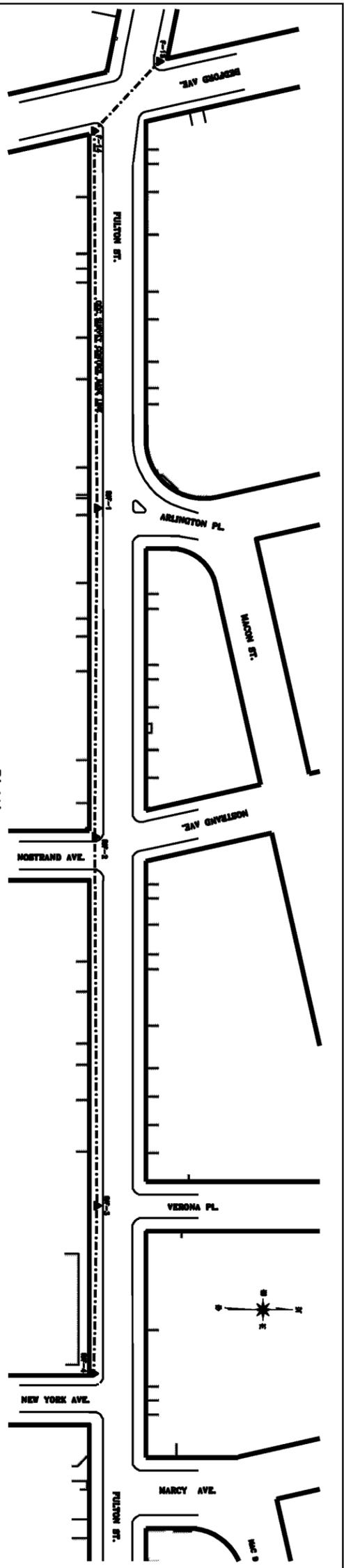












**BENCHMARKS**

BM-WTP X OUT ON THE NW CORNER OF A ST. INTERSECTION  
 BENCH. SET IN 1\"/>

NO. DATE DESCRIPTION REVISIONS		DESIGNED: C. WALLACE		SCALE: AS SHOWN		CITY OF NEW YORK DEPARTMENT OF DESIGN AND CONSTRUCTION DIVISION OF TECHNICAL SUPPORT SURVEY CONTROL SECTION		FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENT IN FULTON STREET ALONG FULTON ST. FROM BEDFORD AVE. TO MARCY AVE. SURVEY CONTROL		DATE: 04/23/05	
DRAWN: W. DUBOIS		CHECKED: W. DUBOIS		GROUP LEADER: P.E.		SUPERVISOR IN CHARGE: W. DUBOIS		DRAWN: W. DUBOIS		SHEET: 1	

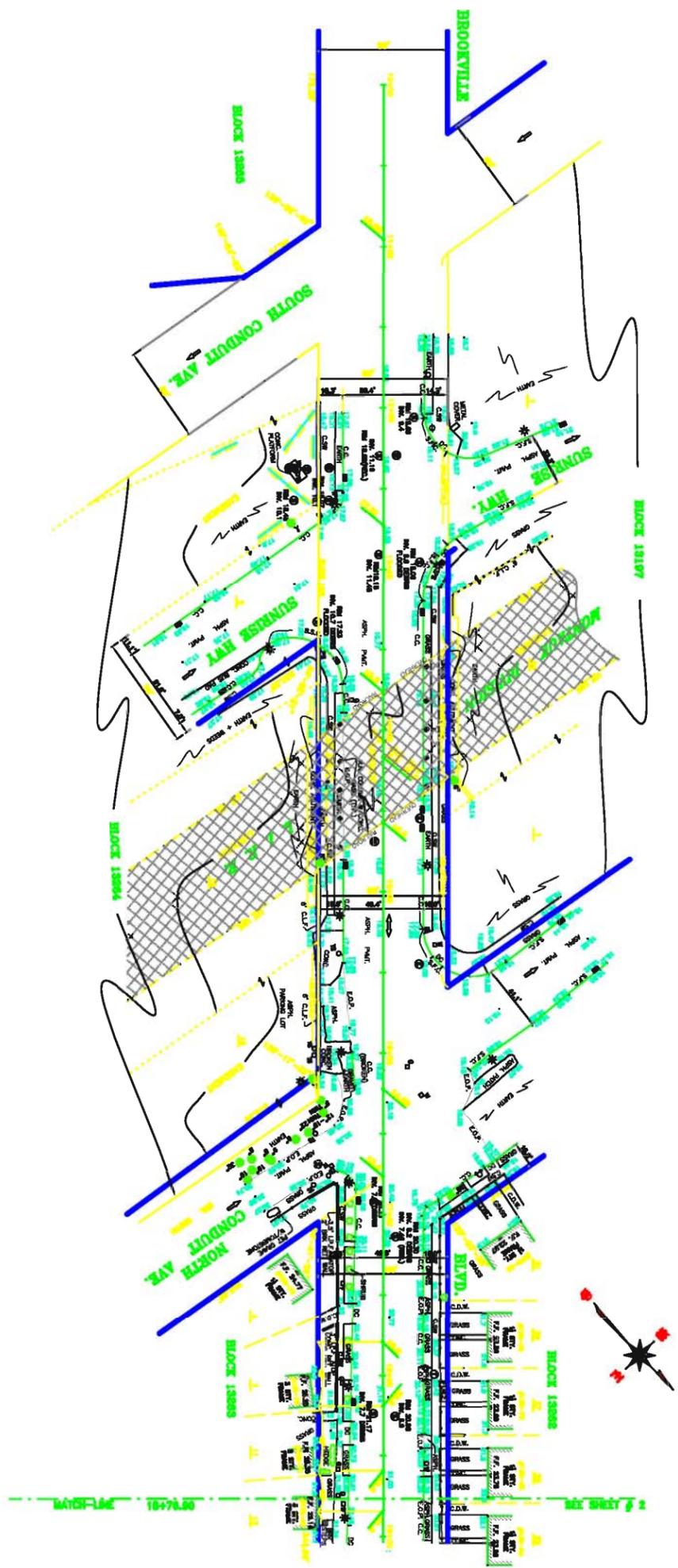
NOTE: ALL DIMENSIONS REFER TO PROPERTY CORNER POINTS, WHICH IS SHOWN WITH ABOVE HIGH ELEVATION, FROM POINT AS ESTABLISHED BY THE U.S. COAST AND GEODETIC SURVEY.

THIS DRAWING IS A VARIATION OF SECTION 7501, PARADISE HILL, NEW YORK STATE EDUCATION LAW.

FIELD SURVEY WAS COMPLETED BY REGISTERED P.E. 2005







NOTE: ALL DIMENSIONS GIVEN IN GREEN INDICATE EXISTING CONDITIONS. DIMENSIONS IN BLACK INDICATE PROPOSED CONDITIONS. DIMENSIONS IN RED INDICATE DIMENSIONS OF THE U.S. COAST AND GEODETIC SURVEY.

PLAN  
SCALE 1/8"

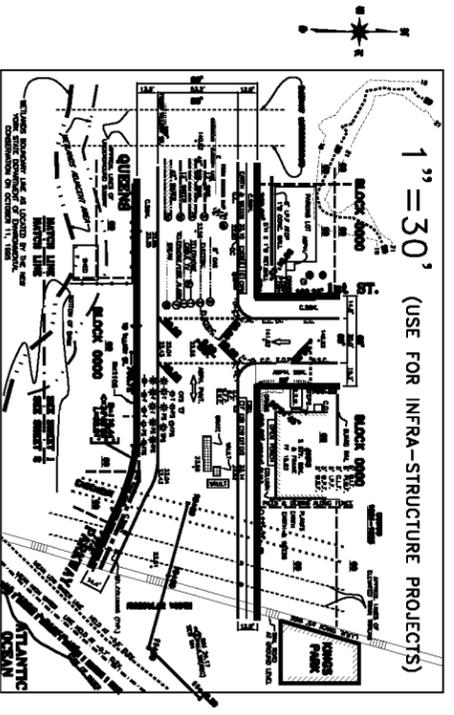
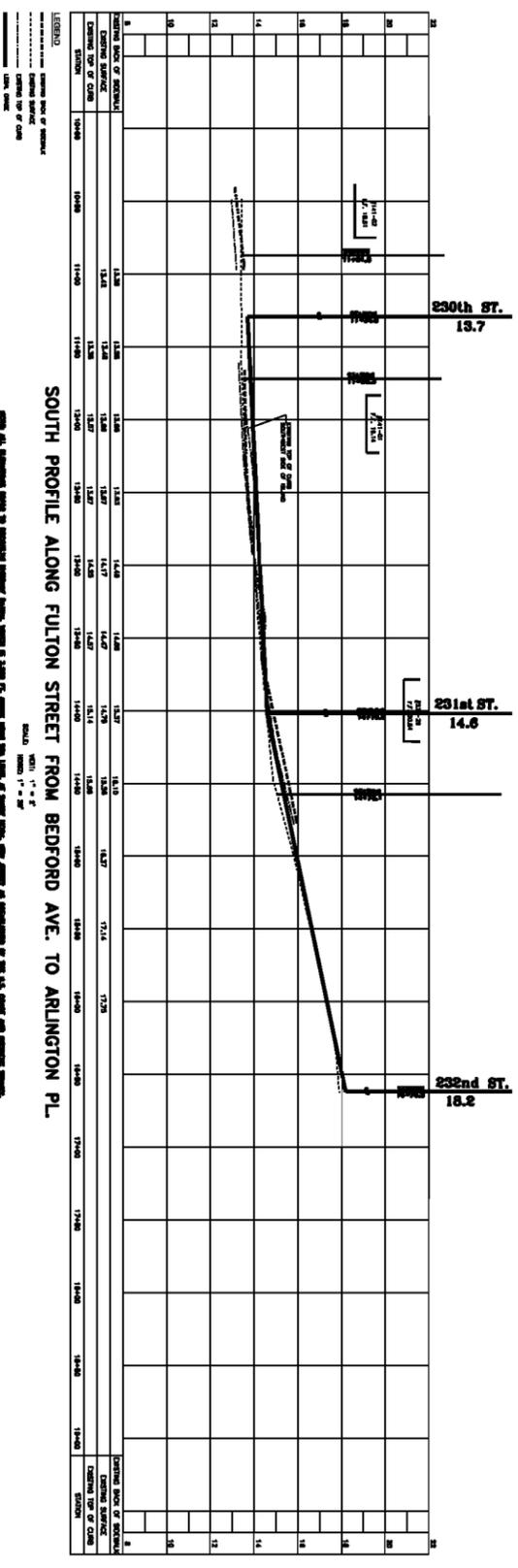
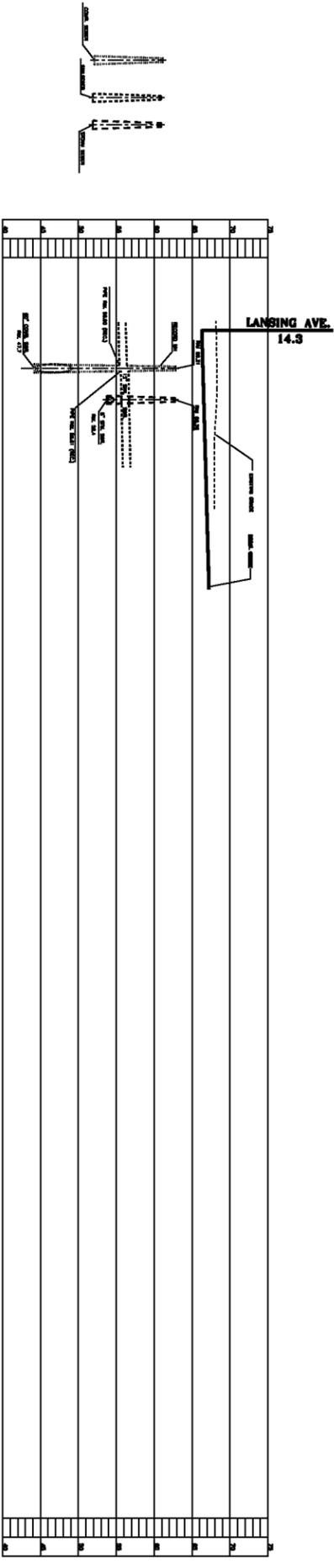
THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS DRAWING. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY SUCH DAMAGE OR INJURY.

NO.	DATE	DESCRIPTION	BY	CHK'D	APP'D	SCALE	AS SHOWN	DATE	BY	CHK'D	APP'D	PROJECT NO.	DATE	BY	CHK'D	APP'D



# 2005 INFRA STANDARDS (30 SCALE)

DESCRIPTION	EXAMPLE	LAYER	COLOR BY LAYER	LINE TYPE	LINE WEIGHT BY LAYER	TEXT HEIGHT BY LAYER	TEXT FONT BY LAYER	TEXT HEIGHT BY LAYER	BLOCK NAME BY LAYER
<b>RECORD INFO.</b>									
STREET LINE (NEW LINE)		B-HDR-LINE	BLUE	CONTINUOUS	30	3.0	ROMANS	6.0	STREET-LINE
STREET NAME	<b>STREET NAME</b> BLVD / AVENUE	B-HDR-TEXT	GREEN	CONTINUOUS	30	ROMANS	6.0	STREET-DM	
STREET DIM		B-HDR-DIM	YELLOW	CONTINUOUS	30	ROMANS	3.0	STREET-DM	
BLOCK LINE		B-TXR-LINE	YELLOW	CONTINUOUS	30	ROMANS	4.5	BLOCK-NO	
BLOCK NUMBER	<b>BLOCK 0000</b>	B-TXR-TEXT	GREEN	CONTINUOUS	30	ROMANS	3.0	BLOCK-NO	
LOT LINE		B-TXR-LINE	YELLOW	CONTINUOUS	30	ROMANS	3.0	LOT-NO	
LOT NUMBER		B-TXR-TEXT	YELLOW	CONTINUOUS	30	ROMANS	3.0	LOT-NO	
LOT CROSS ROW LINE		B-TXR-LINE	YELLOW	CONTINUOUS	30	ROMANS	3.0	LOT-CROSS	
LOT DIM (2x)		B-TXR-DIM	YELLOW	CONTINUOUS	30	ROMANS	3.0	LOT-DIM	
DESIGNER LINE		B-DESIGN-LINE	YELLOW	BROCK-1	30	ROMANS	3.0	LOT-DIM	
U.S. PERPEND LINE		B-PERPEND-LINE	BLUE	BROCK-7	30				
U.S. BALANCED LINE		B-BALANCED-LINE	BLUE	BROCK-8	30				
U.S. PERPEND & BALANCED LINE		B-BAL-BALANCED-LINE	BLUE	BROCK-9	30				
LOOK CHORD		B-CHORD-LINE	YELLOW/GREEN	CONTINUOUS	30/20	ROMANS	4.0	1.0	BLOCK V/INT.
<b>TOPOGRAPHICAL INFO.</b>									
BLOCK LINE		ST-BLDG-LINE	GREEN	CONTINUOUS	30				BLOCK / COMMENTS
FIRST FLOOR ELEV		ST-BLDG-ELEV	WHITE	CONTINUOUS	18	ROMANS	3.5	4 FT	
BLOCK WIDTH		ST-BLDG-WIDTH	GREEN	CONTINUOUS	20			15 POINT	
PARTY WALL		ST-BLDG-WALL	YELLOW/PINK	CONTINUOUS	30	ROMANS	2.5	1/8" @	
INDEPENDENT WALL		ST-BLDG-INTWALL	WHITE	CONTINUOUS	20			15 POINT	
BLOCK TEXT		ST-BLDG-TEXT	YELLOW/PINK	CONTINUOUS	30	ROMANS	2.5	1/8" @	
FENCE		S-FENCE	WHITE	FENCE	18			1/8" @	SEE STREET LINE PROPERTY FOR ALL FENCE TYPES (E.G., 1.5 FT, 2.0 FT, 3.0 FT, 4.0 FT)
CHAIN LINE		S-CHAIN-LINE	GREEN	CONTINUOUS	20				
SERIAL LINE		S-SERIAL-LINE	WHITE	CONTINUOUS	18				
ELEVATION (PTN)		PTN-ELEV	1/32" / WHITE	CONTINUOUS	14/18	ROMANS	2.5	0.3	
<b>MISC.</b>									
MASON LINE		D-MASON-LINE	GREEN	WIDEN	30				
GENERAL TEXT		G-TEXT	WHITE	CONTINUOUS	18	ROMANS	2.5		SEE ALL TEXT FOR ALL GENERAL TEXT TYPES (E.G., 1.5 FT, 2.0 FT, 3.0 FT, 4.0 FT, 5.0 FT, 6.0 FT, 7.0 FT, 8.0 FT, 9.0 FT, 10.0 FT, 11.0 FT, 12.0 FT, 13.0 FT, 14.0 FT, 15.0 FT, 16.0 FT, 17.0 FT, 18.0 FT, 19.0 FT, 20.0 FT, 21.0 FT, 22.0 FT, 23.0 FT, 24.0 FT, 25.0 FT, 26.0 FT, 27.0 FT, 28.0 FT, 29.0 FT, 30.0 FT, 31.0 FT, 32.0 FT, 33.0 FT, 34.0 FT, 35.0 FT, 36.0 FT, 37.0 FT, 38.0 FT, 39.0 FT, 40.0 FT, 41.0 FT, 42.0 FT, 43.0 FT, 44.0 FT, 45.0 FT, 46.0 FT, 47.0 FT, 48.0 FT, 49.0 FT, 50.0 FT, 51.0 FT, 52.0 FT, 53.0 FT, 54.0 FT, 55.0 FT, 56.0 FT, 57.0 FT, 58.0 FT, 59.0 FT, 60.0 FT, 61.0 FT, 62.0 FT, 63.0 FT, 64.0 FT, 65.0 FT, 66.0 FT, 67.0 FT, 68.0 FT, 69.0 FT, 70.0 FT, 71.0 FT, 72.0 FT, 73.0 FT, 74.0 FT, 75.0 FT, 76.0 FT, 77.0 FT, 78.0 FT, 79.0 FT, 80.0 FT, 81.0 FT, 82.0 FT, 83.0 FT, 84.0 FT, 85.0 FT, 86.0 FT, 87.0 FT, 88.0 FT, 89.0 FT, 90.0 FT, 91.0 FT, 92.0 FT, 93.0 FT, 94.0 FT, 95.0 FT, 96.0 FT, 97.0 FT, 98.0 FT, 99.0 FT, 100.0 FT)
<b>UTILITIES</b>									
ELECTRIC		U-ELEC-LINE	P230	DASH	18				
PHONE ALARM		U-ALARM-LINE	P200	DASH	18				
ONE		U-ONE-LINE	WHITE	DASH	18				
OVERHEAD UTILITY LINE		U-OHL-LINE	DASHED	20					
SEWER		U-SEWER-LINE	GREEN	DASHED	20				
SEWER (2" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (4" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (6" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (8" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (10" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (12" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (14" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (16" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (18" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (20" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (24" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (30" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (36" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (42" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (48" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (54" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (60" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (72" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (84" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (96" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (108" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (120" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (132" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (144" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (156" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (168" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (180" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (192" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (204" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (216" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (228" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (240" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (252" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (264" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (276" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (288" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (300" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (312" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (324" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (336" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (348" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (360" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (372" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (384" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (396" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (408" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (420" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (432" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (444" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (456" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (468" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (480" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (492" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (504" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (516" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (528" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (540" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (552" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (564" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (576" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (588" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (600" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (612" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (624" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (636" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (648" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (660" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (672" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (684" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (696" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (708" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (720" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (732" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (744" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (756" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (768" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (780" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (792" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (804" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				
SEWER (816" or Greater)		U-SEWER-LINE	GREEN & P2 (W/CO)	DASH	20				



LEGEND:  
 --- EXISTING PROFILE  
 ——— PROPOSED PROFILE  
 - - - - - EXISTING SIDEWALK  
 - - - - - EXISTING CURB  
 - - - - - EXISTING DRIVE

**SOUTH PROFILE ALONG FULTON STREET FROM BEDFORD AVE. TO ARLINGTON PL.**

NOTE: ALL DIMENSIONS SHOWN TO CENTERLINE UNLESS OTHERWISE NOTED. ELEVATIONS IN FEET TO CENTERLINE UNLESS OTHERWISE NOTED. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.







NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

**DAVID J. BURNEY, AIA**  
Commissioner

**MARK A. CANU**  
Assistant Commissioner  
Technical Support

Date: January 31, 2006

From: James G. Back, Chief of Contracts  
Survey Consultant Unit

To: All Attendees

### **Pre-Proposal Conference January 31, 2006 Minutes**

**Attendees:** Daniel Mon, DDC  
Alfred D. Barcenilla – HAKS  
Bill Manning – LAN Associates  
Lawson Christian – Hirani Eng.  
Esty Parlanti – Mega Eng.  
Robert Ryan – KS Eng.  
Neil Strandberg – Strandberg Assoc.  
Andre Miller – Vollmer Assoc.  
Herb Gauch – Erdman Anthony  
Susan Perotto – A. James De Bruin  
Christine Gayron – A. James De Bruin  
Kamal Shahid – KS Eng.  
Saeid Daoliund – Montrose Surv.  
Steve Ravn – American Eng.  
Jody J. Lounsbury – MJ Eng.  
Russell Lewis – Henderson & Bodwell  
William A. Easterbrook, Jr. – Naik-Prasad  
Jason Larson – B. Thayer Assoc.  
Katayon Khaterza – Nelson & Pope  
Gregory Peterman – Nelson & Pope

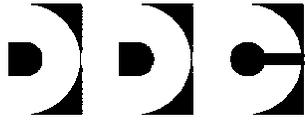
**Re: Pre-proposal Conference - Requirements Contract for Surveying Services for the Preparation of Survey Documents for Various Projects in the Boroughs of Staten Island, Queens, Manhattan Brooklyn and the Bronx  
PIN: 8502006PW0010P-14P**

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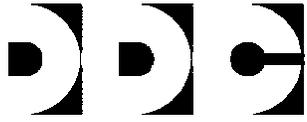
Meeting started at 9:30 AM on January 31, 2006 in the DDC 1<sup>st</sup> floor bid room at 30-30 Thomson Avenue, LIC, NY 11101.

#### **QUESTIONS & ANSWERS:**

- Are these contracts subject to Prevailing wage?
  - a. These are Professional Services contracts and therefore not subject to prevailing wage rates.



- Will drawing standards be provided?
  - a. Yes. Upon contract award, the Topographical Section will provide the standards.
- Will joint ventures be considered?
  - a. Yes. But bidders are advised that both firms capacity will be closely examined for their ability to complete assignments in the required timeframe.
- Do VENDEX forms have to be submitted with the proposal?
  - a. No. VENDEX forms are submitted upon selection of consultant.
- If the consultant does not provide the hydrographic and aerial surveying services, are proposers required to provide names of subcontractors at the time of proposal submission?
  - b. No. Aerial and hydrographic surveying services can be submitted for approval following award.
- Which versions of AutoCAD does DDC currently utilize?
  - a. AutoCAD Version 2004
- Will there be an order of opening/award?
  - a. Yes. The order of award shall be Staten Island, Queens, Manhattan, Brooklyn and the Bronx.
- Will these surveys be used for in-house design or consultant design staff?
  - a. Both. DDC provides surveying services for most city agencies. Some of these agencies may provide in-house design others may utilize outside consultants.
- Will consultants communicate with the client agencies directly or through DDC project management staff?
  - a. Consultants will communicate directly with DDC staff.
- What type of survey projects would utilize the line item for square footage?
  - a. Blocks, property surveys.



- What are the major agencies that DDC provides surveys to?
  - a. DEP, DOT, Parks Dept., MTA, Law Dept.
- Has DDC provided surveys for EDC?
  - a. Yes
- If another NYC agency has their own standards, which is followed?
  - a. Use DDC's standards.
- How does this RFP differ from the last Surveying RFP?
  - c. There is no provision for Damage and Acquisition maps.
- Does DDC typically reach the maximum dollar amount with these contracts?
  - a. It depends upon the workload for the particular borough.
- Can more than one (1) consultant be assigned to a borough?
  - a. No. Only one consultant shall be assigned to each borough.

- 
- Belkis Palacios of the DDC Agency Chief Contracting Office (ACCO) informed prospective bidders that proposals are due by Monday, February 13, 2006 no later than 4:00 PM.
  - Proposers were reminded to combine the Total Fee Proposal and the total Hourly Rate where indicated on Attachment 4 of the Fee Proposal.
  - Proposers were reminded to submit the Fee Proposal for each borough that they are proposing for in individual envelopes, labeled by borough.



**NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION**

**DAVID J. BURNEY, AIA**  
Commissioner

**DONALD HOOKER**  
Agency Chief  
Contracting Officer

February 2, 2006

**ADDENDUM NO. 1**

**PROJECT: SER-SURV6, SEQ-SURV7, SEN-SURV3, SEK-SURV3, SEX-SURV3**  
Requirements Contract for Surveying Services for the Preparation of Surveying Documents for Various  
Projects in the Borough of Staten Island, Queens, Manhattan, Brooklyn and the Bronx  
PIN: 8502006PW0010P, 8502006PW0011P, 8502006PW0012P, 8502006PW0013P, 8502006PW0014P

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

**REQUEST FOR PROPOSAL**

Discard Request for Proposal Pages RFP 23-25 Fee Proposal Schedule of Unit Price, Borough of Staten  
Island; replace it with the revised RFP 23-25 Fee Proposal Schedule of Unit Price for Staten Island.

Discard Request for Proposal Pages RFP 33-35 Fee Proposal Schedule of Unit Price, Borough of Queens;  
replace it with the revised RFP 33-35 Fee Proposal Schedule of Unit Price for Queens.

Discard Request for Proposal Pages RFP 43-45 Fee Proposal Schedule of Unit Price, Borough of  
Manhattan; replace it with the revised RFP 43-45 Fee Proposal Schedule of Unit Price for Manhattan.

Discard Request for Proposal Pages RFP 53-55 Fee Proposal Schedule of Unit Price, Borough of Brooklyn;  
replace it with the revised RFP 53-55 Fee Proposal Schedule of Unit Price for Brooklyn.

Discard Request for Proposal Pages RFP 63-65 Fee Proposal Schedule of Unit Price, Borough of the Bronx,  
replace it with the revised RFP 63-65 Fee Proposal Schedule of Unit Price for the Bronx.

Please note the change in **SERVICES IN OTHER BOROUGHES.**

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

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

\_\_\_\_\_  
Donald Hooker  
Agency Chief Contracting Officer

\_\_\_\_\_  
Name of Proposer

By \_\_\_\_\_ Title \_\_\_\_\_

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF STATEN ISLAND**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
3.	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
4.	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
5.	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
6.	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHS, regardless of survey length	10,000 L.F.	_____	_____
*****				
7.	<b>SERVICES IN OTHER BOROUGHS: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Bronx	20,000 S.F.	_____	_____
7(b)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(c)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(d)	In the Borough of Queens	20,000 S.F.	_____	_____
*****				

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
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**8. SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

\*\*\*\*\*

**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 Bronx	10 Locations	_____	_____
9(b)	In the Borough of Brooklyn	10 Locations	_____	_____
9(c)	In the Borough of Manhattan	10 Locations	_____	_____
9(d)	In the Borough of Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 Bronx	1,000 L.F.	_____	_____
10(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Bronx	1,000 L.F.	_____	_____
11(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER: 10 each** \_\_\_\_\_

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

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF QUEENS**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

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**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

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**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
<b>3.</b>	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
<b>4.</b>	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
<b>5.</b>	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>6.</b>	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
<b>7.</b>	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 the Bronx	20,000 S.F.	_____	_____
7(b)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(c)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(d)	In the Borough of Staten Island	20,000 S.F.	_____	_____
<b>ITEM</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>

**Requirements Contract for Surveying Services**

**NO. QUANTITIES IN FIGURES IN FIGURES**

**8. SERVICES IN OTHER BOROUGH: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

\*\*\*\*\*

**9. SERVICES IN OTHER BOROUGH: 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 the Bronx	10 Locations	_____	_____
9(b)	In the Borough of Brooklyn	10 Locations	_____	_____
9(c)	In the Borough of Manhattan	10 Locations	_____	_____
9(d)	In the Borough of Staten Island	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGH: For Sewer and Water Main Projects (See Item No. 4):  
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 the Bronx	1,000 L.F.	_____	_____
10(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(d)	In the Borough of Staten Island	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGH: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 the Bronx	1,000 L.F.	_____	_____
11(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(d)	In the Borough of Staten Island	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER: 10 each \_\_\_\_\_**

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

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF MANHATTAN**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
3.	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
4.	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
5.	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
6.	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
7.	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Staten Island	20,000 S.F.	_____	_____
7(b)	In the Borough of the Bronx	20,000 S.F.	_____	_____
7(c)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(d)	In the Borough of Queens	20,000 S.F.	_____	_____

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
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**8. SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

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**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 Staten Island	10 Locations	_____	_____
9(b)	In the Borough of the Bronx	10 Locations	_____	_____
9(c)	In the Borough of Brooklyn	10 Locations	_____	_____
9(d)	In the Borough of Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 Staten Island	1,000 L.F.	_____	_____
10(b)	In the Borough of the Bronx	1,000 L.F.	_____	_____
10(c)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Staten Island	1,000 L.F.	_____	_____
11(b)	In the Borough of the Bronx	1,000 L.F.	_____	_____
11(c)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER: 10 each** \_\_\_\_\_

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

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF BROOKLYN**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
3.	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
4.	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
5.	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
6.	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
7.	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Staten Island	20,000 S.F.	_____	_____
7(b)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(c)	In the Borough of the Bronx	20,000 S.F.	_____	_____
7(d)	In the Borough of Queens	20,000 S.F.	_____	_____

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
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**8. SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

\*\*\*\*\*

**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 Staten Island	10 Locations	_____	_____
9(b)	In the Borough of Manhattan	10 Locations	_____	_____
9(c)	In the Borough of the Bronx	10 Locations	_____	_____
9(d)	In the Borough of Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 Staten Island	1,000 L.F.	_____	_____
10(b)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(c)	In the Borough of the Bronx	1,000 L.F.	_____	_____
10(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Staten Island	1,000 L.F.	_____	_____
11(b)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(c)	In the Borough of the Bronx	1,000 L.F.	_____	_____
11(d)	In the Borough of Queens	1,000 L.F.	_____	_____

\*\*\*\*\*

**12. INSTALLATION OF SURVEY MARKER:** 10 each \_\_\_\_\_

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

**Requirements Contract for Surveying Services**

**ATTACHMENT 4**

**FEE PROPOSAL  
SCHEDULE OF UNIT PRICES  
BOROUGH OF THE BRONX**

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.

<b>ITEM NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE IN FIGURES</b>	<b>TOTAL AMOUNT IN FIGURES</b>
<b>1.</b>	<b>Preparation of Topographical &amp; Property Line Maps</b>			
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.	_____	_____

\*\*\*\*\*

**2. Preparation of Damage & Acquisition Maps**

NOT APPLICABLE

\*\*\*\*\*

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
3.	<b>For Catch or Seepage Basin Projects: Preparation of Topographical and Utility Maps</b>			
	Unit price is a price per location and applies to all locations, regardless of survey area	100 Locations	_____	_____
*****				
4.	<b>For Sewer and Water Main Projects Preparation of (1) Topographical and Utility Maps, and (2) Profile Drawings</b>			
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.	_____	_____
*****				
5.	<b>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</b>			
	Unit price is a price per Linear Foot and applies to all Projects, regardless of survey length	10,000 L.F.	_____	_____
*****				
6.	<b>For Projects with Coastal and/or Underwater Areas: Conduct Hydrographic Soundings Preparation of (1) Topographical Maps, and (2) Profile Drawings</b>			
	Unit price is a price per Linear Foot and applies to all Projects IN ALL BOROUGHES, regardless of survey length	10,000 L.F.	_____	_____
*****				
7.	<b>SERVICES IN OTHER BOROUGHES: Preparation of Topographical &amp; Property Line Maps (See Item No. 1)</b>			
	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 Staten Island	20,000 S.F.	_____	_____
7(b)	In the Borough of Brooklyn	20,000 S.F.	_____	_____
7(c)	In the Borough of Manhattan	20,000 S.F.	_____	_____
7(d)	In the Borough of the Queens	20,000 S.F.	_____	_____
*****				

**Requirements Contract for Surveying Services**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITIES	UNIT PRICE IN FIGURES	TOTAL AMOUNT IN FIGURES
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**8. SERVICES IN OTHER BOROUGHS: Preparation of Damage & Acquisition Maps (See Item No. 2)**

NOT APPLICABLE

\*\*\*\*\*

**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 Staten Island	10 Locations	_____	_____
9(b)	In the Borough of Brooklyn	10 Locations	_____	_____
9(c)	In the Borough of Manhattan	10 Locations	_____	_____
9(d)	In the Borough of the Queens	10 Locations	_____	_____

\*\*\*\*\*

**10. SERVICES IN OTHER BOROUGHS: For Sewer and Water Main Projects (See Item No. 4):  
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 Staten Island	1,000 L.F.	_____	_____
10(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
10(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
10(d)	In the Borough of the Queens	1,000 L.F.	_____	_____

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**11. SERVICES IN OTHER BOROUGHS: For Highway and/or Sewer and Water Main Projects: (See Item No. 5)  
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 Staten Island	1,000 L.F.	_____	_____
11(b)	In the Borough of Brooklyn	1,000 L.F.	_____	_____
11(c)	In the Borough of Manhattan	1,000 L.F.	_____	_____
11(d)	In the Borough of the Queens	1,000 L.F.	_____	_____

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**12. INSTALLATION OF SURVEY MARKER: 10 each \_\_\_\_\_**

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