

**THE CITY OF NEW YORK
DEPARTMENT OF PARKS & RECREATION
Michael R. Bloomberg, Mayor
Adrian Benepe, Commissioner**

REQUEST FOR PROPOSAL

The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in landscape architecture and architecture that has contributed to the City's prestige as a global destination.

As part of this effort, the Department of Parks & Recreation is pleased to announce the following contracting opportunity:

**GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK IN
THE BOROUGH OF THE BRONX**

PIN #: 8462008X126S01

AUTHORIZED AGENCY CONTACT PERSON

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

Name:	Grace Fields-Mitchell
Title:	RFP Project Manager
Mailing Address:	City of New York, Parks & Recreation Olmsted Center, Room 61 Flushing Meadows-Corona Park Flushing, New York 11368
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**City of New York
Parks & Recreation**

The Arsenal
Central Park
New York, NY 10021

Adrian Benepe
Commissioner

Capital Projects

Olmsted Center
Flushing Meadows-Corona Park
Flushing, NY 11368

Mary F. Pazan
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REQUEST FOR PROPOSALS

CONSULTANT REQUIRED FOR GOLF COURSE DESIGN AND CONSTRUCTION
MANAGEMENT SERVICES FOR THE CONSTRUCTION OF
A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK
IN THE BOROUGH OF THE BRONX

PIN #: 8462008X126S01

AGENCY HEAD CERTIFICATION - IMPLEMENTATION OF LOCAL LAW 35

The City of New York Parks and Recreation has determined that the contract to be awarded through this solicitation will not directly result in the "displacement" of any agency employee, as defined by Local Law 35 to mean "any employment action that results in a reduction in the number of funded positions, including but not limited to, those resulting from the layoff; demotion; bumping; involuntary transfer to a new class, title, or location; time based reductions, or reductions in customary hours of work, wages, or benefits of any city employee."

S/
Mary F. Pazan, ACCO

Date

REQUEST FOR PROPOSAL
Golf Course Design and Construction Management Services
for the Construction of a Tournament-Quality Golf Course
at Ferry Point Park in the Borough of the Bronx

PIN #: 8462008X126S01

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PREFACE

This Request for Proposals (RFP) will utilize a two-stage process in order to select a Golf Course Design and Construction Management Consultant. The Department of Parks and Recreation (DPR) encourages potential proposers to include subcontractors and/or to form joint ventures, as appropriate, to ensure that their respective Project teams are able to provide the full range of services described in the RFP. In Stage One, proposers will submit the materials prescribed in Section IV, that document proposers' ability to act as a Golf Course Design and Construction Management Consultant for the Project that is the subject of this RFP. Based on an evaluation of these materials, DPR will establish a short list of proposers to be further considered in the second stage of the process. In Stage Two, the short-listed proposers *only* will be asked to submit technical proposals. The Stage Two technical proposals will be evaluated on the basis of the proposer's conceptual design plan for the project and the proposer's ability to carry out the Project on schedule and within budget.

SECTION I - TIMETABLE

A. Release Date of this Request for Proposals: January 11, 2008

Notices of the RFP release will be published in The City Record and mailed to vendors on the appropriate Citywide bidders lists. The RFP, together with copies of the other relevant documents referenced herein, will be available for pick-up from the Authorized Agency Contract Person. The full text of the RFP and the referenced documents are also posted on the DPR web site at <http://www.nyc.gov/parks>.

B. Anticipated RFP Schedule:

The following is the anticipated schedule for receipt, evaluation, and selection of proposals. This is an estimate and is provided for planning purposes only:

- a) Week 1: Proposals due
- b) Week 2: Short list evaluations completed and follow-up questions/BAFO requests distributed to short list firms
- c) Week 5: Award consultant contract
- d) Week 14: Registration of consultant contract

C. Pre-Proposal Conference:

There will be a recommended on-site proposer Meeting and Site Tour on Friday, February 8, 2008 @ 11:00am. We will be meeting at the proposed golf course site, at the Ferry Point Park entrance gate on the east side of the Whitestone Bridge toll plaza. If you are considering responding to this RFP, please make every effort to attend this Meeting and Site Tour.

D. Proposal Submission Deadlines:

Stage One Submissions: Stage One Submissions (1 original and 5 copies) shall be delivered **on or before 4:00 PM** on Friday, March 7, 2008.

Stage Two Submissions (Applicable to Stage One Short-Listed Proposers Only): Stage Two Submissions (1 original and 5 copies) shall be delivered **on or before 4:00 PM**, on a date to be determined. The Stage Two Submission shall consist of TWO separate clearly marked, sealed packages containing the following: (1) the Technical Proposal (1 original and 5 copies) and (2) the Fee Proposal (1 original and 5 copies).

Proposers should hand deliver both the Stage One and Stage Two (if Short-Listed) Submissions to the contact person at the location listed below.

- a) The submissions should be hand delivered **on or before 4:00 PM**, on Friday, March 7, 2008 **to the address cited in “c”, below**. See Attachment K for directions.
- b) The exterior of each inner envelope and the outer envelope enclosing the proposal should be labeled with the title of the RFP.
- c) The outer envelope should be addressed as follows:

FROM: Proposer Name/Address

TO: City of New York Parks & Recreation
Olmsted Center, Room 61
Flushing, Meadows-Corona Park
Flushing, New York 11368
Attention: Grace Fields-Mitchell, Consultant Procurement

GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE CONSTRUCTION OF A TOURNAMENT-QUALITY GOLF COURSE
AT FERRY POINT PARK IN THE BOROUGH OF THE BRONX

P.I.N.: **8462008X126S01**

DATE OF ISSUE: January 11, 2008

RESPONSES DUE: March 7, 2008

- d) Respondents should be responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the information required in item “c” above, appears on the outer envelope used by such service.
- e) Respondents are advised to allow extra time for delivery to Olmsted Center, to ensure that the proposals are received before the deadline.

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

Proposals received at this Location after the submission deadline are late and shall not be accepted by the Agency, except as provided under New York City’s Procurement Policy Board Rules.



If you have a physical disability and cannot deliver your proposal to the Olmsted Center, please contact the Authorized Agency Contact Person at least 48 hours prior to the deadline and special arrangements will be made for you.

E. Inquiries:

In the event a proposer requires an explanation regarding the meaning or interpretation of this RFP, a request for such should be made in writing no later than one week prior to the submission date prescribed in the RFP. Requests should be made to the Agency Authorized Contact person. E-mail or inquiries sent by facsimile will be accepted. Substantive responses will be issued in writing as addenda to the RFP. They will be mailed to those who pick up the RFP from DPR, emailed to those who download the RFP from the DPR website, and posted at <http://www.nyc.gov/parks>.



If you have a hearing impairment, please call 212-504-4115 (toll free) and leave a message on the Telecommunication Device for the Deaf (TDD).

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Summary of the Project:

The City of New York (the City) acting by and through DPR requests proposals for golf course design and construction project management services in connection with the construction of an 18-hole golf course and ancillary facilities (the “Project”) on a 195 acre site within Ferry Point Park in the Bronx (the “Site”). DPR encourages potential proposers to include subcontractors and/or to form joint ventures, as appropriate, to ensure that their respective Project teams are able to provide the full range of services described in the RFP.

Ferry Point Park represents one of the largest pieces of undeveloped parkland in New York City, and one of the greatest opportunities for augmenting the City’s recreational resources. The Site, built upon a discontinued landfill, is bounded by Westchester Creek, the East River, Schley Avenue, Emerson Avenue and abuts the Whitestone Bridge. It is situated in the Borough of the Bronx, Tax Map Block 5622, Lots 1, 2, and 70 (Community Board #10). The Site commands a breathtaking view of the East River, Manhattan skyline, and of the Whitestone and Throgs Neck Bridges between Queens and the Bronx.

DPR is seeking an imaginative and innovative design/construction management team to oversee the development and construction of a premier quality, state-of-the-art public golf course facility on the Site. Proposals should reflect this rare and unique opportunity to create a new world-class recreational amenity for the Bronx, the City and the region. DPR is seeking proposers with successful and substantial experience in the provision of design and construction management services with respect to the construction of golf courses and sufficient financial capability to produce a design and oversee construction of this facility at the highest level.

The City acting by and through DPR will also award separate contracts to provide construction services for the Project, as follows. DPR will award a contract to a qualified general contractor selected from a Pre-Qualified List (“PQL”) developed specifically for this Project. Approximately one (1) week prior to the Proposal Submission Date, DPR will issue an Addendum to this RFP providing potential proposers to this Design/Construction Management RFP with the names of the general contractors whose applications for the PQL have been approved by DPR. Once construction documents have been completed by the Selected Consultant and approved by DPR, DPR will release a Competitive Sealed Bid to the full PQL (the “PQL Bid”), to select the Project’s general contractor. Copies of the PQL Application for this Project, and of an example of DPR’s standard construction contract (to be used as the template for the PQL Bid, are posted on the DPR web site at <http://www.nyc.gov/parks>. In addition, with respect to the construction of the structures that are included within the Project (i.e., the maintenance building and comfort station), DPR will award additional prime contracts for plumbing, electrical and HVAC construction services, through the use of separate Competitive Sealed Bids (CSB).

Following commencement of construction of the Ferry Point Park golf course facility, DPR expects also to release an RFP for an operator of the course, as a concession. As part of that concession, DPR will also seek proposals for the development and operation of ancillary facilities such as a clubhouse and/or restaurant/catering facility, and may seek proposals for the development and operation of additional golf, sports and recreation-related activities on the Site.

DPR has, on two prior occasions (1993 and 2007), released concession RFPs relating to golf course facilities at this Site. In both instances, DPR sought to have the concessionaire make all the capital investments required to construct the entire facility, including the golf course. By contrast, for this Project DPR intends to fund the development by seeking vendors, through this RFP for golf course design and construction management services, and through the PQL bid and other CSB procurements for construction services. The eventual concession RFP will seek capital investments for the ancillary facilities, but development of the golf course itself will already be underway as a City-funded capital project.

Proposers on this RFP should identify a potential location (footprint) for a clubhouse and/or restaurant/catering facility, but should not include a design of such a facility. Proposers on this RFP will not be precluded from responding to DPR's subsequent RFP for the concession.

Proposers will be required to prepare a design that is consistent with the prior determinations for this project under the City's Uniform Land Use Review Procedure (ULURP) and New York State Department of Environmental Conservation Solid Waste Management Facility Permit issued November 18, 2005 (DEC Permit No. 2-6006-00014/00013-0)(the "DEC Permit") that does not otherwise require additional ULURP review or permit modification. Copies of the City Planning Commission's ULURP determination and the relevant Environmental Assessment Statement (EAS), as well as the DEC Permit, are posted on the DPR web site at <http://www.nyc.gov/parks>.

B. Additional Project Background:

Environmental Status of Site:

Ferry Point Park is in the southeast Bronx, borders the Throgs Neck neighborhood on the east and slopes down to the East River on the south. The Site to be developed is on the eastern portion of the park and totals 195.5 acres. It was formerly a municipal landfill that was closed in 1963. Under the terms of a previous concession agreement the Site was being developed as an 18-hole tournament quality links-style golf course.

Substantial environmental remediation work has been done for the Project. The DEC Permit issued provides for a total amount of 2,370,000 cubic yards of in-place fill (2,120,000 cubic yards of shaping material and 250,000 cubic yards of cover material) to be brought on to the site. As of November 9, 2007, approximately 1,500,000 cubic yards of shaping material and 107,000 cubic yards of clean cover material is in place. The Selected Consultant will be permitted to relocate fill material within the Site as part of its golf course design, so long as such relocation complies with the terms of the DEC Permit.

The Site is being developed in accordance with the terms of a ULURP approval issued in 1999, which included an EAS. The ULURP-approved design included a banquet facility with a footprint of approximately 25,000 square feet, a golf clubhouse with a footprint of approximately 8,200 square feet with cart storage below, a driving range, a maintenance building and an 18-hole tournament quality golf course. The total gross floor area for all buildings, as per the ULURP approval, is approximately 53,100 square feet (including all above-grade stories of the buildings). Proposers are not required to include the full square footage amount, but may not exceed the ULURP-approved total.

To date, the City has spent over \$7.2 million on environmental remediation for the Project. The completed work includes a comprehensive environmental design and the construction of a 1.5-mile long methane-venting trench. In addition to continuing to monitor, remove or remediate hazardous materials at the Site, the City is dedicating significant funding to renovate and develop the surrounding parkland. The new and renovated parks will include a new 19.5 acre waterfront park along the East River at the southeastern end adjacent to the golf course property, a renovated 7 acre community park on the eastern end along Balcom Avenue as well as the complete renovation of the 191 acre western side of Ferry Point Park. Information regarding the existing Site conditions (e.g. borings, EAS, environmental reports, DEC permit requirements, topographical surveys, etc.) is posted on the DPR web site at <http://www.nyc.gov/parks>, and may also be obtained from DPR's Mapfile at the Olmsted Center in Flushing Meadows-Corona Park, Queens. To make an appointment, please contact Steve Rizick, Director of Document Services, at (718) 760-6798. There is a fee of \$.25 per page for reproductions. In addition, the topographical survey materials may be obtained in CAD format by request, directed to the above location/phone number.

DPR has procured the services of TRC Engineers, Inc. to perform Site civil engineering and environmental engineering services required to meet DEC Permit requirements. TRC's services, which are currently being performed, include (among other tasks) environmental monitoring, permit compliance, the design of the irrigation pond and pond liners, venting, connecting to

NYCDEP sewers, and project management services, including settlement monitoring and the management and importation of fill. DPR plans to complete the importation of fill up to the DEC Permit amounts, pursuant to the TRC contract. The Selected Consultant will be permitted to direct the placement of fill on the Site, and/or to relocate fill on the Site, once DPR has approved the Project design, so long as such relocation complies with the terms of the DEC Permit. A copy of the contract scope of work between DPR and TRC will be provided as an Addendum to this RFP.

Envisioned Market:

DPR is seeking an innovative design/construction management consultant team to produce a design and oversee construction of the Project as a world class recreational amenity, attracting visitors from throughout the country and stimulating economic development and tourism within the City. DPR expects the consultant team's work to yield the very highest quality in design and construction, making the course suitable for invitational events such as tournaments. The goal of the Project is to create a golf course that is recognized as premier in the northeast region. Because of the Site's history as a landfill, construction of a tree-lined course would require substantially more cover material, would present difficulties for irrigation and would use large amounts of City water, all of which add significant costs to the Project. Thus, DPR has concluded a "links style" golf course design is the only feasible option for this Site.

The City secured the assistance of a professional golf course consultant to evaluate the economics of the proposed course. Based upon the consultant's report, the City has concluded that there is a strong market opportunity for a high-end daily fee golf course at Ferry Point Park. The report notes that "there are no [premium] golf courses . . . within the city's five boroughs, indicating a possible niche for Ferry Point." A copy of the report is posted on the DPR web site at <http://www.nyc.gov/parks>, and may also be obtained from DPR's Mapfile at the Olmsted Center in Flushing Meadows-Corona Park, Queens. To make an appointment, please contact Steve Rizick, Director of Document Services, at (718) 760-6798. There is a fee of \$.25 per page for reproductions.

The Project thus has the potential to carve a unique market niche in the region by becoming the only premium golf course within relatively close driving distance for millions of potential customers in the New York City area. The closest premium golf courses in the region are located in northern New Jersey, Rockland County, North Hempstead, Long Island, Westchester, and Fairfield, Connecticut. The Project will offer outstanding opportunities to capitalize not only on the large population centers in New York, but also on the thriving corporate and tourism markets that are unparalleled in the country. With more than one million residents, Bronx County offers a large base population in immediate proximity to the Site. Additionally, there are six million people living within ten miles of the Site, over eight million people living within the five boroughs of New York City and twenty-one million people living in the greater New York City metro area. Indeed, NYC & Company (formerly known as the New York Convention & Visitors Bureau), the City's official tourism marketing organization, reported over forty-two million visitors to New York City last year, with visitor spending estimated at \$22.8 billion.

The Site is easily accessible via ground transportation for much of the metro area. Within one mile of the Site is a major intersection of highways coming from different locations, including the Cross Bronx Expressway (I-95), Hutchinson River Parkway (I-678), Overview Expressway, and the Bruckner Expressway. Ferry Point Park is situated at the northern base of the Whitestone Bridge, and is accessible directly via the service road of the Hutchinson River Parkway. It is also near the Throgs Neck Bridge (I-295) which, similar to the Whitestone Bridge, connects the Bronx to Queens, Brooklyn and Long Island.

All of these factors will likely make the Project a major attraction for tournaments and outings.

C. Summary Scope of Consultant Services:

DPR encourages potential proposers to include subcontractors and/or to form joint ventures, as appropriate, to ensure that their respective Project teams are able to provide the full range of services described in the RFP. The Selected Consultant will demonstrate an understanding and commitment to the City of New York's program of design and construction excellence. Designs produced by these consultants will incorporate a cost effective approach for the Project, including its construction and subsequent operation, and will reflect DPR's commitment to the development of sustainable ecologically based design solutions, universal design and innovative designs that integrate new technologies, products and regulations. The services of other design disciplines and support functions will also be provided by the Selected Consultant, either in-house or by sub-consultants, as needed to properly complete the assigned tasks.

The consultant team will also provide construction management services, including all necessary field inspection and administrative services necessary for the supervision of the construction of the Project. The Selected Consultant shall insure that prime contractor and all subcontractors cooperate fully in the coordination of the Project, assign knowledgeable qualified staff as needed during different phases of the Project and reduce excess staff as warranted, closely monitor schedules developed by the contractor and take effective action to assure completion of the Project within schedule. All of these goals will be achieved while maintaining high work quality and ensuring that Project documentation is thorough and timely.

D. Summary of the Payment Structure

DPR intends to fund this Project from its capital budget. The consultant report referenced in Part II.B, above (and posted on DPR's web site at <http://www.nyc.gov/parks>) includes estimates of the potential cost of the Project's development (as of October 2006). All aspects of the fees for services under this contract will be negotiated between DPR and the Selected Consultant, as described below. DPR will pay for the services of the construction vendors selected from the PQL Bid and other CSB procurements separately from the fee structure of this contract.

Payments for all required services under this contract shall be in accordance with the paragraphs below. The proposer is advised to carefully review the excerpts from DPR's standard consulting contracts for design services and for construction management services, both of which are included in Attachment I, showing some of the typical the terms and conditions for such contracts. Information regarding the Fee Proposal to be submitted by Stage Two proposers is set forth in Section IV. B.3 of this RFP.

1. Design Fee: The Selected Consultant shall be paid a fair and reasonable design fee, to be negotiated between DPR and the Selected Consultant.
2. Construction Management Staffing Fee: The Selected Consultant shall be paid for staffing expenses for construction management personnel identified in the approved Staffing Plan. The Staffing Fee will also be subject of negotiation between DPR and the Selected Consultant, and may be structured as an all-inclusive hourly fee, or on the basis of direct salary rates subject to a multiplier for overhead, or on another agreed-upon basis. Proposers invited to make Stage Two submissions should include a proposed Staffing Plan and should identify all applicable direct salary costs in their Stage Two Fee Proposal submissions.

3. Construction Completion Incentive Payments/Liquidated Damages: The payment structure of the contract awarded from this RFP may also include construction completion incentive payments and/or liquidated damages provisions, to ensure that the Selected Consultant perform in a manner that facilitates the completion of the Project's construction work within the budget and schedule established in the contract. The amount and structure of such payments/damages will be negotiated between DPR and the Selected Consultant, however, proposers invited to make Stage Two submissions should include a proposed structure for construction completion incentive payments and/or liquidated damages in their Stage Two Fee Proposal submissions.

DPR is interested in assuring that the Selected Consultant will perform the work under this contract in a manner that is cost effective for the City and most likely to attain the objectives of the Project. Proposers are therefore invited to suggest alternative payment approaches to provide the contractor with incentives/disincentives that to the extent possible align the contractor's interests with those of the City. Any alternative payment approaches the proposer wishes to suggest should be described in writing and submitted as part of the separate, sealed fee proposal required under Section IV subsection B Stage Two Proposal. **However, DPR reserves the right to select any payment structure that is in the City's best interests.**

E. Anticipated Contract Term

It is anticipated that the term of the contract shall commence on the date set forth in the written Advice of Award and shall continue until final acceptance of all required work for the project. The term shall be based on the detailed project schedule submitted by the proposer as part of its Stage Two Technical Proposal.

However, it should be noted that DPR's assumptions for this Project reflect an aggressive design and construction timetable, as follows: the Selected Consultant will complete the Project design and all necessary construction documents, work with Parks to obtain necessary Art Commission approvals, and facilitate the bidding of the construction work during the first 90 days of the contract's term; Notice to Proceed will be issued to the successful General Contractor from the PQL Bid by no later than 180 days into the contract term; and construction of the Project would be substantially completed by no later than 28 months into the contract. Proposers should address their capacity to meet these timetable assumptions in their Stage One Proposal Submissions and should factor these assumptions into their Technical Proposal, if they are short-listed and invited to submit Stage Two Proposals.

F. Minimum Qualifications

Proposers must demonstrate the following minimum qualification requirements:

1. The Proposer must document a minimum of five (5) years of successful relevant experience in golf course design, preferably including links-style design, and/or the equivalent experience by the Proposer's Lead Golf Course Designer as a co-principal/partner/senior associate in another office for a minimum of five (5) years.
2. The Proposer must document a minimum of three (3) years of successful relevant experience in successfully performing construction management/inspection services for at least three (3) recently completed projects/contracts, including at least one golf course, and/or the equivalent experience by the Proposer's Lead Construction Manager as a co-principal/partner/senior associate in another office for a minimum of three (3) years.
3. The Lead Golf Course Designer and/or a Principal or the officer of the firm responsible for performance of the work of this contract, must hold a New York State Professional License in Landscape Architecture, Architecture or Engineering, and the Resident Engineer must hold a New York State Professional License in Engineering.

G. Performance Evaluations

DPR will evaluate Selected Consultant's performance on a regular basis, using the Performance Evaluation Form shown as Attachment L. Failure by the Selected Consultant to meet established schedules, to perform work within negotiated fees, to perform effectively as a manager to assure that contractors complete work on time within budget, that they and the Selected Consultant work in accordance with applicable laws, contractual requirements and DPR procedures will result in poor evaluations. Poor performance evaluations can lead to a future non-responsibility determination or a termination of the contract and adversely affect the Selected Consultant's ability to be awarded contracts in the future.

H. Exclusion from Participation in Certain Subsequent Solicitation(s)

The contract awarded from this RFP may include the drafting of specifications for a subsequent solicitation(s), in particular, the bid for general construction services from a prequalified list. As such, the selected proposer from this RFP shall not be allowed to participate, whether as a contractor or sub-contractor, in response to any subsequent solicitation(s) utilizing the specifications it drafted, except as provided under New York City's Procurement Policy Board (PPB) Rules.

However, the selected proposer for this RFP will not be precluded from responding to the anticipated subsequent DPR RFP for the operation of the golf course concession and the development and operation of such ancillary facilities as a clubhouse, restaurant/catering facility and additional golf, sports and recreational-related activities.

SECTION III - SCOPE OF SERVICES

A. DPR's Goals and Objectives

DPR's goals and objectives for this RFP are to obtain high quality, timely, imaginative, innovative and cost-effective services from a skilled design and construction management team, to oversee the development and construction of a premier quality, 18-hole public golf course and ancillary facilities at Ferry Point Park in the Bronx, a Project slated to transform the Site into a state-of-the-art facility, and world-class recreational amenity for the Bronx, the City and the region. DPR is seeking proposers that can demonstrate substantial experience in the provision of landscape architecture design and construction management services with respect to the development and construction of golf courses and sufficient financial capability to produce a design and oversee construction of this facility at the highest level.

B. Scope of Services (See Attachment I – Draft Contract)

Design Services:

The Project Design should include the following features:

- 18-hole links-style golf course. [NOTE: Because of the Site's history as a landfill, construction of a tree-lined course would require substantially more cover material, would present difficulties for irrigation and would use large amounts of City water, all of which add significant costs to the Project. Thus, DPR has concluded a "links style" golf course design is the only feasible option for this Site.]
- Driving range.
- Proposed footprint of clubhouse and restaurant/catering facility. [NOTE: The ULURP-approved design for the Site included a banquet facility with a footprint of approximately 25,000 square feet and a golf clubhouse with a footprint of approximately 8,200 square feet with cart storage below. The total gross floor area (above grade) for all site buildings, including the maintenance building, may not exceed approximately 53,100 square feet. Proposers are not required to include the full square footage amount, either in footprint or in gross floor area, but may not exceed the ULURP-approved totals.
- Cart paths with curbing around perimeter of all tees and greens.
- Signage for the golf course.
- Sand bunkers.
- Fill and topsoil added to greens, tees, fairways and roughs to enhance the course topography. All fill material brought on-site must meet all City, State and Federal regulations and codes. Imported or manufactured topsoil must meet the requirements, specifications and regulations for cover material, as required by DEC, the Sanitation Department, DEP and all other agencies having jurisdiction. In addition to meeting all such requirements, the topsoil must be suitable to construct a tournament quality course and provide for adequate drainage.
- Seed and sod.
- Maintenance facility.
- Course comfort station, which may also include a snack bar.
- Comprehensive site drainage system that includes water quality and retention ponds, with proper water quality protection and connections to the City sewer system, designed to naturally filter runoff with native plantings in accord with requirements of the existing DEC Permit and subject to Department of Environmental Protection (DEP) and DEC approval.
- New irrigation system, minimizing dependency on City water supply. The existence of municipal waste below the surface may limit the possibility for constructing irrigation ponds. All ponds must include lining. In case of severe drought, it is extremely important that irrigation ponds be available for course use.

- All necessary plumbing and electrical systems for both the golf course, maintenance facility and comfort station, together with all necessary utility connections (including, but not limited to water, electric and sewer), and all necessary utility meters (including, but not limited to, water and electric). DPR will view favorably proposals that include energy efficient, water-efficient (or waterless), environmentally-friendly systems.
- Construction, paving and striping of all parking spaces as needed. The specific number of spaces must comply with the specifications outlined in the ULURP and the EAS. Accessible spaces shall be provided in accordance with ADA guidelines as well as with all City, State and Federal regulations, including striping and signage specifications. Drainage must be provided in compliance with the DEC Permit.
- Perimeter fencing as needed, and other fencing, berms or other appropriate landscaping to screen for maintenance/utility buildings and related areas, and to screen parking lots from view.
- Emphasis on native grasses, shrubs and trees throughout the course and the perimeter of the Site.
- Improvements to the condition of the perimeter and natural areas of the course by removing dead trees, debris and invasive non-native species.
- Greeting garden at the entryway, and planting areas at strategic locations throughout the golf course, and along the course perimeter. The Project Design should emphasize native species trees and plants.

All structures must comply with all New York City, State and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. Proposers are encouraged to exceed accessibility requirements whenever possible.

Proposers will be required to submit plans that are consistent with the prior determination for this project under the City's Uniform Land Use Review Procedure ("ULURP") and that do not otherwise require additional ULURP review.

Note: *All necessary permits and approvals for capital work and design must be obtained from the Department of Buildings. Additionally, all designs and works to be performed on the Site shall be prepared by licensed architects or engineers and will require prior approval from DPR, the New York City Art Commission, the New York City Department of Buildings and any other agencies having jurisdiction.*

Any available plans may be obtained from DPR's Blueprint/Document Services Center at the Olmsted Center in Flushing Meadows-Corona Park, Queens. To make an appointment, please contact Steve Rizick, Director of Document Services, at (718) 760-6798. DPR makes no representations as to the availability, accuracy or completeness of these documents. There is a fee of \$.25 per page for reproductions.

Construction Management Services:

The Selected Consultant will provide all necessary field inspection and administrative services required for the successful supervision and inspection of the construction of the Project. The Selected Consultant may also be asked to provide pre-construction services such as the preparation of construction estimates.

Once the Selected Consultant has completed and DPR has approved construction documents, DPR will release the PQL Bid to select the Project's general contractor. In addition, with respect to the construction of the structures that are included within the Project (i.e., the maintenance building and comfort station), DPR will award additional prime contracts for plumbing, electrical and HVAC construction services, through the use of separate CSB procurements.

Anticipated Construction Management Services may include, but are not be limited to, the following:

- Pre-construction estimating services.
- Coordination with design team.

- Supervision/inspection services.
 - Daily reports.
 - Inspection of the work.
 - Coordination, including coordination with other ongoing DPR development of adjacent sites.
 - Measurements.
- Contract administration.
 - Payment processing.
 - Change order preparation.
 - Correspondence.
 - Monitoring contract cost and schedule.
 - Documentation of contractor performance.
 - Ensure contractor is in compliance with New York State Labor Law §220, MWBE participation requirements and other legal or contractual requirements.
- Technical support.
 - Tests and sampling, including soil profiles
 - Surveying.
 - Shop drawing coordination and/or review.
 - Expediting services with jurisdictional agencies.
- Administrative support services.
- Additional supervisory services, as negotiated between DPR and the Selected Consultant.

C. Key Personnel

The contract award shall be subject to demonstration by the Selected Consultant that the proposed key personnel, including one (1) Chief Golf Course Designer, one (1) Chief Construction Manager and one (1) Resident Engineer (hereinafter “Key Personnel”), will be the staff that will perform on the subject contract.

Proposers are advised that it is the intent of the City to secure the personal services of the Key Personnel identified in the proposer’s technical proposal. Accordingly, such Key Personnel must be assigned to the contract. Failure by the Selected Consultant to provide the Key Personnel identified in its proposal will be considered a material breach of the contract and grounds for termination for cause. Replacement of such 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 Selected Consultant, or (2) if the City fails to direct the Selected Consultant to commence work on a Project within nine (9) months of the date on which the Selected Consultant submitted its technical proposal.

D. Payment for Services

Payments for all required services for the project shall be in accordance with the paragraphs below, and may consist of the three fees outlined below: (1) Design Fee, (2) Construction Management Staffing Fee, and (3) Construction Completion Incentive Payments and/or Liquidated Damages.

1. Design Fee: The Design Fee is the amount that shall cover all costs and expenses incurred by the Selected Consultant and/or its sub-consultants in the performance of all design-related services required for the project, including all expenses related to management, overhead and any anticipated profit, exclusive of any expenses and anticipated profit for (a) additional professional services and (b) reimbursable services. See Attachment I. The Design Fee will be negotiated between DPR and the Selected Consultant, and should not be included in the Fee Proposals required from Stage Two proposers.

2. Construction Management Staffing Fee: The Selected Consultant's construction management personnel should be identified in the Staffing Plan to be included in the Stage Two Technical Proposal submission. Such Staffing Plan must identify actual personnel the contractor will provide for the entire duration of the project. The Staffing Fee will also be subject of negotiation between DPR and the Selected Consultant, and may be structured as an all-inclusive hourly fee, or on the basis of direct salary rates subject to a multiplier for overhead, or on another agreed-upon basis. Proposers invited to make Stage Two submissions should include a proposed Staffing Plan in their Stage Two Technical Proposal submissions, and should specify all applicable direct salary costs, in their Stage Two Fee Proposal submissions.
3. Construction Completion Incentive Payments/Liquidated Damages: The payment structure of the contract awarded from this RFP may also include construction completion incentive payments and/or liquidated damages provisions, to ensure that the Selected Consultant perform in a manner that facilitates the completion of the Project's construction work within the budget and schedule established in the contract. The amount and structure of such payments/damages will be negotiated between DPR and the Selected Consultant, however, proposers invited to make Stage Two submissions should include a proposed structure for construction completion incentive payments and/or liquidated damages in their Stage Two Fee Proposal submissions.

DPR is interested in assuring that the Selected Consultant will perform the work under this contract in a manner that is cost effective for the City and most likely to attain the objectives of the Project. Proposers are therefore invited to suggest alternative payment approaches, which will provide the contractor with incentives/disincentives that to the extent possible align the contractor's interests with those of the City. Any alternative payment approaches the proposer wishes to suggest should be described in writing and submitted as part of the separate, sealed Fee proposal required under Section IV subsection C Stage Two Fee Proposal. **However, DPR reserves the right to select any payment structure that is in the City's best interests.**

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

The contract resulting from this Request for Proposals will be subject to Local Law 129 of 2005, the Minority-Owned and Women-Owned Business Enterprise (M/WBE) program. Proposers invited to participate in Stage Two of the selection process will be required to submit the applicable forms to document Local Law 129 compliance. Please refer to Attachments E, F and G for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms.

Note: As fully explained in the Notice to Prospective Contractors (part of Attachment E) if you are planning to file a waiver of the Target Subcontracting Percentage, the waiver (Attachment G) must be submitted to the Agency at least seven days prior to the proposal due date and time in order to be timely considered.

F. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, proposers invited to participate in Stage Two of the selection process **should complete the Doing Business Data Form (see Attachment H) and return it with this proposal.** The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.

G. Environmentally Preferable Purchasing Laws

Projects designed under this contract are subject to Local Law 86 of 2005 (the Green Building Law) and one or more of the following local laws on environmentally preferable purchasing (EPP), including Local Law 118 of 2005, Local Law 119 of 2005, Local Law 120 of 2005, and Local Law 121 of 2005.

Local Law 86 applies to capital projects for or in new buildings, for additions to existing buildings and in existing buildings subject to substantial reconstruction, including fit-outs of condominium units and leased space, costing \$2 million or more. Most covered projects must be built to achieve a "Silver" rating under the Leadership in Energy and Environmental Design (LEED) rating system of the U.S. Green Building Council (LEED "Certified" rating for educational and certain types of institutional projects). There are additional requirements in the law regarding energy and water efficiency: including those for plumbing systems, boiler replacements, and/or lighting and HVAC comfort control systems, above certain dollar thresholds. The law does not apply to projects within spaces classified in certain occupancy groups, including residential and industrial, and is subject to certain exemptions.

The EPP laws apply to certain construction projects not covered by Local Law 86, subject to certain exemptions and waivers. In general, the requirements in the EPP laws for construction projects relate to Energy Star certified products, bathroom fixtures, lighting products, carpets, architectural coatings and construction or furnishing materials. A list of these products/materials and their minimum standards are available in the *New York City EPP Minimum Standards for Construction Products*. A hard copy of the standards may be obtained from the agency or on the web, at http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml.

For the EPP laws, the consultant will be required to provide a report, for any period requested by an agency, on products specified by or for the City that appear in the *New York City EPP Minimum Standards for Construction Products*. The report must contain the following information: agency, item description, quantity ordered and dollar value of all items ordered over the period requested.

For LL86, in addition to preparing the required documentation for LEED certification, if applicable, the consultant will be required to provide project data for the purposes of project reporting using the Local Law 86 reporting worksheet, as requested by the agency. Such data includes project description, construction costs, LEED credits sought and earned (if applicable), reductions in energy cost and in water use, and incremental constructions costs.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

PROPOSAL SUBMISSION REQUIREMENTS

Both Stage One and Stage Two Proposal Submissions should be typed on both sides of 8½" X 11" paper. Pages should be paginated. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). The Proposer should state whether its response is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive.

Proposals should not be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to DPR's approval. Oversized drawings may be submitted, but must be accompanied by 8½" x 11" sectionals or reductions to 8½"x 11". No telegraphic or facsimile proposals will be accepted. The proposal will be evaluated on the basis of its content, not length.

For both Stage 1 and, if applicable, Stage 2, please submit an original and five (5) copies of the Proposal (including all required attachments).

A. Stage One Proposal Submission:

Proposers will be evaluated on the basis of two portfolio submissions and additional technical information, as described below.

1) Introductory Material

- a. Cover Letter (Preferred length: up to 1 page): Indicate the Proposer's name and address and telephone number of the person authorized to represent the Proposer (see Attachment A). If the proposer is a joint venture, delineate the areas of responsibility and expertise of each joint venture partner.
- b. Summary (Preferred length: up to 2 pages): Submit a brief statement of the design philosophy for the Proposer and demonstrate the Proposer's capability to successfully manage complex projects, as well as Proposer's capability to provide personnel with relevant experience and Proposer's capability to meet DPR's timetable assumptions for this Project.

2) Relevant Experience

- a. **Design Portfolio** - Submit documentation bound in 8 ½" x 11" format.

Projects

The portfolio should include documentation, as described below, for up to three projects from the categories shown below, built within the last ten years, with at least one **golf course** construction project (Preferred length: up to 5 pages per project, excluding Performance Evaluations). The portfolio should reflect the Proposer's design philosophy and current trends in golf course design.

- Design of a new or substantially redesigned 18-hole golf course.
- Design of a new facility, preferably a facility for recreation and/or substantial public use, located on a landfill site.
- Design of a major landscaped facility integrating the principles of green design, universal design and best management practices.

Documentation should include:

- a. A one-page typewritten narrative description of the project, including design objectives, approach, results, project significance and key features.
- b. Up to four pages of graphic representation including a representative site plan, and special or unique site features. Drawings are to be in an 8 x 10 format. Representative photographs are encouraged.
- c. A completed Performance Evaluation for each project (see Attachment L), if applicable, and/or comparable evaluation documents from other jurisdictions or private owners.

Design Portfolio projects should specifically demonstrate Proposer's capability in these areas:

- Design methodology and approach that recognizes and synthesizes unique aspects of the project site, such as adjacent structures, landscape features, and areas of historical or aesthetic significance, and articulates how design can solve a critical problem.
- Incorporation of universal design, sustainable landscape architecture and best management practices.
- Responsiveness to non-site issues and specific client requirements, including budget and program.
- Innovative design methodologies and processes that lead to a successful, buildable project.
- Awareness of the relationship between the project and its surrounding community.
- Resources, ability and record of performance to commence and complete work.

b. Construction Management Portfolio - Submit documentation bound in 8½" x 11" format.

The Project is intended to reflect extraordinary design, as part of the Mayor's Design and Construction Excellence Initiative. The Construction Management Portfolio should exhibit the complementary understanding of quality contemporary landscape design and innovative construction technology to bring the project to reality.

Projects

The portfolio should include documentation for up to three projects from the categories shown below, built within the last ten years, with at least one **golf course** construction project (Preferred length: up to 5 pages per project). The portfolio should demonstrate the proposer's ability and commitment to the above goals and its capability for effective project management.

- Construction of a new or substantially redesigned 18-hole golf course.
- Construction of a new facility, preferably a facility for recreation and/or substantial public use, located on a landfill site.
- Construction of a major landscaped facility integrating the principles of green design, universal design and best management practices.

The Construction Management Portfolio may reference some or all of the same projects as the Design Portfolio, but should include the following for each project: a) a graphic representation including a representative site plan of the project; b) a brief written description indicating how the Proposer contributed to the timely completion of the project; c) project area and cost information; and d) the name and contact for the designer (if other than the Proposer) and owner. Include a completed Performance Evaluation for each project (see Attachment L), if applicable, and/or comparable evaluation documents from other jurisdictions or private owners.

c. Key Personnel and Sub-Consultants

Personnel

Provide a profile of the Chief Golf Course Designer, Chief Construction Manager and Resident Engineer (Preferred length: up to 3 pages) that includes the following:

1. Education, credentials, professional experience, accomplishment, awards and design recognition inclusive of the portfolio examples and publications.
2. Description of areas of responsibility and demonstration of ability to coordinate the various disciplines required to execute and complete projects to satisfaction of client. In particular note the track record of the Proposed Chief Golf Course Designer in designing successful premier golf courses, and note the track record of the Proposed Chief Construction Manager and Resident Engineer in successfully completing projects with scope, complexity, budget and time issues similar to this Project.

Sub-Consultants/Disciplines

Provide a list identifying each sub-consultant that will perform design- and/or construction management-related work (i.e., Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Geotechnical Engineering, Marine Engineering, Preservation Specialist, Archaeologist, Lighting Design and Architecture). Use Attachment C to identify such sub-consultants. In the case that the Proposer intends to perform any of the services as shown in Attachment C with its own in-house staff, the Proposer should so state in Attachment C. Any work performed by either in-house staff or Sub-consultants pursuant to this section shall be evaluated as outlined in Section V, B(4).

Provide visual materials of the sub-consultant's past work relevant to this contract (Preferred length: up to 5 pages, 8½" x 11" format). These may be in the form of a printed brochure, photographs, drawings or similar images. Submitted materials should demonstrate firm's experience in relevant types of projects.

3) Acknowledgment of Addenda

The Acknowledgment of Addenda form (**Attachment J**) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency. The proposer should complete this form as instructed.

B. Stage Two Proposal Submission – ONLY for Short-Listed Proposers:

For those firms short-listed in Stage One, the Stage Two Proposal will serve to highlight their design consistent with the DEC Permit and ULURP approval, management and technical ability to carry out a project of the scope and type that is the subject of this RFP. Proposers invited to participate in Stage Two will be afforded

approximately two weeks to prepare their Stage Two Proposal Submissions. In addition to the Stage Two Proposal Submissions, short-listed firms may be required to make a 30-minute presentation.

1) Introductory Material

- a. Cover Letter (Preferred length: up to 1 page): Submit a cover letter, reconfirming the information contained in the Proposer's Stage One Proposal Submission cover letter.
- b. Summary (Preferred length: up to 3 pages): Submit a brief statement of the salient features of the proposal, including approach, qualifications and nature of the Proposer's project team. Do not include design fee information in the summary. Include a description of the Proposer's golf course design concept and demonstrate the Proposer's capability to successfully manage the construction of such golf course on the Ferry Point Park Site, as well as Proposer's capability to provide personnel with relevant experience for both design services and construction management services, throughout the anticipated build-out of the Project. Such statement should address in detail Proposer's capability to meet DPR's timetable assumptions for this Project, and should include a brief history of the Proposer's firm(s), overall organization, goals and objectives and a statement of construction philosophy.
- c. The Acknowledgment of Addenda form (**Attachment J**) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency. The proposer should complete this form as instructed.

2) Technical Proposal – submit documentation bound in an 8½" x 11" format.

a. Conceptual Design

Short-listed Proposers should submit a detailed conceptual design for the golf course consistent with the DEC Permit and ULURP approval, including hole-by-hole layout of the course, driving range, parking lots, maintenance building, landscaping and the footprint for the clubhouse and/or restaurant/catering facility.

Conceptual design submission should specifically reflect Proposer's capability in these areas:

- Design methodology and approach that recognizes and synthesizes unique aspects of the project site, such as adjacent structures, landscape features, and areas of historical or aesthetic significance, and articulates how design can solve a critical problem.
- Incorporation of universal design, sustainable landscape architecture and best management practices.
- Responsiveness to non-site issues and specific client requirements, including budget and program.
- Innovative design methodologies and processes that lead to a successful, buildable project.
- Awareness of the role of the golf course as an integral part of Ferry Point Park, the surrounding community and the City.

b. Construction Management Approach/Cost Estimates/Timetable (Preferred length: up to 10 pages)

Short-listed Proposers' Technical Proposals should describe the Proposer's technical approach to construction management, including its understanding of the specifics of the Project, methodology for identifying and resolving technical and programmatic issues, methodologies used to successfully coordinate multiple prime contractors with different experience and financial backgrounds, methods used to gain cost and time efficiencies, methodology for tracking and maintaining the project's budget and schedule, and techniques for problem solving.

Short-listed Proposers' Technical Proposals should also include detailed cost estimates and construction budgets, as well as an anticipated timetable. This timetable should clearly outline all intended improvements, the projected cost of these improvements, and the anticipated commencement and completion dates of these improvements. The project schedule should detail time frames for all required construction operations, as well as interrelationships between significant subcontracts and/or components of the work. The project schedule should assume a time frame for the solicitation and award of the PQL Bid of approximately three (3) months, and should specify time frames for the following activities:

- Pre-construction
- Construction duration
- Final acceptance of construction
- Project close-out and completion of all post construction services.

The Technical Proposal should specifically document the Proposer's resources, ability and record of performance to commence and complete work.

- c. **Staffing Plan** (Preferred length: up to 5 pages, excluding resumes and attached forms)
Short-listed Proposers' Technical Proposals should include a Staffing Plan for the Project only. A form for the submission of the Staffing Plan is included as Attachment D.

The Staffing Plan should also demonstrate the organizational capability of the Proposer's firm to manage the Project in accordance with DPR's anticipated timetable. Complete the forms included in Attachment D, which provide information concerning (1) the number of full-time persons currently on Proposer's design and construction management staff and (2) the projects on which the Proposer is currently working, the projects the Proposer has completed, and the future projects to which the Proposer is committed. All project information should include the dollar value of the contract, as well as the schedule. The Proposer should also identify the technical, administrative and other resources available to its Resident Engineer and Chief Construction Manager for this contract.

As described in Attachment D, the Proposer should specifically identify the following:

- Project Executive: Identify the Project Executive, who would serve as the contractor's principal representative with respect to its obligations under this contract. The Project Executive would be responsible for providing, on an as needed basis, executive or management expertise and oversight with respect to the project.
- Key Personnel: Identify the Proposed Chief Golf Course Designer, Chief Construction Manager and Resident Engineer (must correspond to same individuals identified as Key Personnel in the Stage One Proposal Submission). Key Personnel must be available to provide services for the entire duration of the Project (Design, Pre-construction, Construction and Post-construction Phases).
- Other Design and/or Construction Management Personnel: Identify by title other Design and/or Construction Management Personnel for the Project, i.e., those personnel who would provide services that are supportive or ancillary to the services provided by the Key Personnel. As shown in Attachment D, list the number of current full-time staff and the projects on which the proposer's design team is currently working, have completed and future projects and commitments. Provide the value of these contracts and their schedule.

- Total Estimated Hours Per Title: For all titles identified in the Staffing Plan, indicate the total estimated hours per title. The total estimated hours per title should be in accordance with the project schedule submitted by the proposer (see requirements below).
- Resumes: For all key personnel, project executives and other relevant team members included in the Staffing Plan, submit resumes detailing relevant managerial and technical qualifications, as well as experience with similar projects.
- Field Personnel Only: With respect to the Construction Management services portion of the work, the Staffing Plan should only include personnel for the performance of such services in the field. It should not include home office personnel or personnel performing home office functions.
- Sub-Consultants: Provide a list identifying each sub-consultant that will perform design- and/or construction management-related work (i.e., Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Geotechnical Engineering, Marine Engineering, Preservation Specialist, Archaeologist, Lighting Design and Architecture). Use Attachment C to identify such sub-consultants. In the case that the Proposer intends to perform any of the services as shown in Attachment C with its own in-house staff, the Proposer should so state in Attachment C. Any work performed by either in-house staff or Sub-consultants pursuant to this section shall be evaluated as outlined in Section V, B(4).

As shown in Attachment C, for each sub-consultant, list the number of current full-time staff and the projects on which the sub-consultant is currently working or has completed, as well as future projects and commitments. Provide the value of these contracts and their schedule.

3) **Fee Proposal (Schedule of Fees)**

The Fee Proposal shall be submitted in a separate sealed package. As described below, the Fee Proposal is intended to address the construction management services component of the Selected Consultant's services.

- a. Design Fee: The design fee will be negotiated between DPR and the selected consultant and should not be included in the fee proposals required from Stage Two proposers. For informational purposes, however, the Design Fee is the amount which shall cover all costs and expenses incurred by the Selected Consultant and/or its sub-consultants in the performance of all design-related services required for the project, including all expenses related to management, overhead and any anticipated profit, exclusive of any expenses and anticipated profit for (a) additional professional services and (b) reimbursable services. See Part , Article of the Contract (Attachment I). The Design fee shall not be subject to adjustment for services performed during overtime hours. The amount of the Design Fee may be calculated as a percent of the total estimated cost of construction for the project.
- b. Construction Management Staffing Fee: The Selected Consultant shall be paid a Construction Management Staffing Fee. The Staffing Fee will also be subject of negotiation between DPR and the Selected Consultant, and may be structured as an all-inclusive hourly fee, or on the basis of direct salary rates subject to a multiplier for overhead, or on another agreed-upon basis. Proposers invited to make Stage Two submissions should include a proposed Staffing Plan in their Stage Two Technical Proposal submissions, should specify all applicable direct salary costs, in their Stage Two Fee Proposal submissions, and should propose an overall Staffing Fee structure. The Selected

Consultant shall not be entitled to payment for staffing expenses for (1) any project executive(s), and/or (2) any personnel not included in the approved Staffing Plan.

- c. Construction Completion Incentive Payments/Liquidated Damages: The payment structure of the contract awarded from this RFP may also include construction completion incentive payments and/or liquidated damages provisions, to ensure that the Selected Consultant perform in a manner that facilitates the completion of the Project's construction work within the budget and schedule established in the contract. The amount and structure of such payments/damages will be negotiated between DPR and the Selected Consultant, however, proposers invited to make Stage Two submissions should include a proposed structure for construction completion incentive payments and/or liquidated damages in their Stage Two Fee Proposal submissions.

DPR is interested in assuring that the Selected Consultant will perform the work under this contract in a manner that is cost effective for the City and most likely to attain the objectives of the Project. Proposers are therefore invited to suggest alternative payment approaches, which will provide the contractor with incentives/disincentives that to the extent possible align the contractor's interests with those of the City. Any alternative payment approaches the proposer wishes to suggest should be described in writing and submitted as part of the separate, sealed Fee proposal required under Section IV subsection B Stage Two Fee Proposal. **However, DPR reserves the right to select any payment structure that is in the City's best interests.**

SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**A. Stage One Selection Process**

A DPR evaluation committee comprised of at least three (3) City employees and one (1) or more independent design and/or construction management professionals will review, evaluate and score all Stage One portfolios pursuant to the criteria prescribed below. This evaluation and scoring will determine the proposer's Stage One Technical Rating. Proposers will then be ranked in accordance with their overall Stage One Technical Ratings, and the evaluation committee will determine which Proposers should be invited to make Stage Two Proposal Submissions.

Stage One Proposal Evaluation Criteria: The projects submitted will be evaluated based on the following criteria:

- Design Portfolio (40%)

Extent to which the Design Portfolio demonstrates Proposer's capability in the following areas:

- Design methodology and approach that recognizes and synthesizes unique aspects of the project site, such as adjacent structures, landscape features, and areas of historical or aesthetic significance, and articulates how design can solve a critical problem.
- Incorporation of universal design, sustainable landscape architecture and best management practices.
- Responsiveness to non-site issues and specific client requirements, including budget and program.
- Innovative design methodologies and processes that lead to a successful, buildable project.
- Awareness of the relationship between the project and its surrounding community.
- Resources, ability and record of performance to commence and complete work.

- Construction Management Portfolio (30%)

Extent to which the Construction Management Portfolio demonstrates Proposer's capability in the following areas:

- Fit, finish and construction quality.
- Timeliness of completion.
- Successfulness of cost management.

- Key Personnel (30%)

Extent to which the Proposer's Key Personnel reflect the resources, ability and record of performance to ensure high quality and timely performance of design and construction management services.

B. Stage Two Selection Process (Applicable to Stage One Short-Listed Proposers Only)

The evaluation committee (see Stage One above), will review, evaluate, and score all Stage Two and Technical Proposals (including Conceptual Designs, Construction Management Approach/Cost Estimates/Timetables, and Staffing Plans) in accordance with qualitative and quantitative criteria set forth below. DPR reserves the right to interview proposers and visit their offices for the purpose of clarifying their Proposals, after which their initial scores may be re-evaluated. In addition, the portfolio of projects submitted for Stage One will be available for further evaluation.

The Stage Two Proposal Technical Proposal Evaluation will be assigned a point value of 80 points, as follows:

Conceptual Design (maximum 30 points)

Extent to which the Conceptual Design demonstrates the following.

- Design methodology and approach that recognizes and synthesizes unique aspects of the project site, such as adjacent structures, landscape features, and areas of historical or aesthetic significance, and articulates how design can solve a critical problem.
- Incorporation of universal design, sustainable landscape architecture and best management practices.
- Responsiveness to non-site issues and specific client requirements, including budget and program.
- Innovative design methodologies and processes that lead to a successful, buildable project.
- Awareness of the role of the golf course as an integral part of Ferry Point Park, the surrounding community and the City.

Extent to which the Chief Golf Course Designer and other members of Proposer's Design team , including relevant sub-consultants reflect the following:

- Education, credentials, professional experience, accomplishment, awards and design recognition inclusive of the portfolio examples and publications.
- Areas of responsibility and demonstration of the resources, ability and record of performance to coordinate the various disciplines required to execute and complete projects to satisfaction of client.

Construction Management Approach/Cost Estimates/Timetable (maximum 30 points)

The Construction Management Technical Proposal demonstrates the following:

- Understanding of and commitment to quality contemporary landscape design and innovative construction technology to bring the Project to reality.
- Understanding of the Project and effective project management strategy, including appropriate methodologies for identifying and resolving technical and programmatic issues, successfully coordinating multiple prime contractors with different experience and financial backgrounds, facilitating cost and time efficiencies, tracking and maintaining the project's budget and schedule, and problem solving.
- Appropriate cost estimates and construction budget.
- Appropriate timetable, suitable to yield timely completion of the Project.

Staffing Plan (maximum 20 points)

Extent to which the Staffing Plan demonstrates Proposer's organizational capacity and reflect the resources, ability and record of performance to ensure high quality and timely performance of design and construction management services.

This evaluation committee will determine Proposers' overall Stage Two technical scores, as follows: 1) the committee will determine the competitive range with respect to Conceptual Design; 2) the committee will determine the competitive range with respect to the remaining factors (Construction Management Approach/Cost Estimates/Timetable and Staffing Plan); and 3) only those Proposers that fall within the competitive range for *both* 1) and 2), above, will be scored with respect to their Fee Proposals.

As described above, Fee Proposals will then be opened and the evaluation committee will score them (maximum 20 points), in accordance with the criteria set forth below:

- Proposed Construction Management Staffing Fee is fair and reasonable, reflecting an appropriate, realistic and cost-effective approach.
- Proposed Construction Completion Incentive Payments/Liquidated Damages reflect an approach likely to result in completion of a high quality Project, on time and on or under budget.

Following completion of the Fee Proposal scoring, the evaluation committee will determine which Stage Two Proposers remain within the competitive range on an overall (combined) basis. Each Stage Two proposer that is so deemed to be within the competitive range may be requested to make a 30-minute presentation of its submission. Such presentation should include the following: (1) an introduction of the firm, Key Personnel and any sub-consultants critical to the success of the project; (2) explanation of the proposed project methodology, including project approach, problem solving techniques; and (3) an explanation of the Proposer's fee structure.

Please note: DPR makes no representation that it will conduct a "best and final offer" process in connection with this RFP, nor that the evaluation committee will request oral presentations.

- C. Basis for Contract Award:** In accordance with the NYC Charter, DPR 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.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

- A. Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer that believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, 10th Floor, New York, NY 10007, telephone number (212) 669-2797. 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, telephone number (212) 825-5959.
- B. Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of Federal, New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010.
- C. General Contract Provisions.** The successful proposer will be required to sign a contract substantially in the form of the Agency's standard contract for design consultant services. A sample draft copy is attached to this RFP. The requirements for performance of this contract, as well as insurance, payment terms and all other provisions are contained in the contract. The City's contract will be with the proposer and the City has no financial obligation to sub-consultants. However, the proposer and all sub-consultants are subject to the City's contracting requirements, including Equal Employment Opportunity (Executive Order #50 as revised).
- D. Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.
- E. Proposer Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.
- F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.
- G. Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.
- H. Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
- I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information

or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

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

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

L. Non-Binding Acceptance of Proposals. Any information that 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. Although discussions may be conducted with Proposers submitting acceptable proposals, award may be made without any discussions.

M. 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.

N. 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. Contract 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 known to have received the RFP;
7. 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 advantageous 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.

REQUEST FOR PROPOSAL

**GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION
OF A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK IN
BOROUGH OF THE BRONX**

ATTACHMENT A

PROPOSAL COVER LETTER

PIN #: 8462008X126S01

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____ **Fax #:** _____

E-mail: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT B – PROPOSAL CHECKLIST

Stage 1 Proposal Package Contents (“Stage 1 Checklist”)

The Stage 1 Proposal Package should be a sealed envelope containing one original and five (5) copies of the following materials. Proposers should utilize this section as a checklist to assure completeness prior to submitting their proposal to DPR.

1. Proposal Cover Letter Form (Attachment A)
2. Summary statement (See Section IV.A.1.b)
3. Design Portfolio including up to three (3) projects, including (for each project):
 - Narrative description
 - Graphic representation
 - Performance evaluation (Attachment L or equivalent)
4. Construction Portfolio including up to three (3) project, including (for each project):
 - Site plan
 - Graphic representation
 - Narrative description, including project area, cost information, name and contact information for the project designer
 - Performance evaluation (Attachment L or equivalent)
4. Key Personnel information (See Section IV.A.2.c), including:
 - Profile of proposed Chief Golf Course Designer
 - Profile of proposed Chief Construction Manager
 - Profile of proposed Resident Engineer
 - Profile of proposed Sub-consultants (Attachment C)
5. Acknowledgment of Addenda Form (Attachment J)

Stage 2 Proposal Package Contents (“Stage 2 Checklist”)

The Stage 2 Proposal Package should consist of two (2) sealed envelopes containing one original and five (5) copies of the following materials. Proposers should utilize this section as a checklist to assure completeness prior to submitting their proposal to DPR.

Technical Proposal:

1. Proposal Cover Letter Form (Attachment A)
2. Summary statement (See Section IV.B.1.b)
3. Acknowledgment of Addenda Form (Attachment J)
4. Conceptual Design
5. Construction Management Approach narrative, including applicable cost estimates and timetables (See Section IV.B.2.b)
6. Staffing Plan (Attachment D), together with resumes (See Section IV.B.2.c)
7. Sub-consultant List (Attachment C)
8. Local Law 129 compliance forms (Attachments E, F and, if applicable, G)
9. Local Law 34 compliance form (Attachment H)

Fee Proposal:

1. Proposed overall Construction Management Staffing Fee structure (See Section IV.B.3.b)
2. Proposed structure for construction completion incentive payments and/or liquidated damages (See Section IV.B.3.c)

REQUEST FOR PROPOSALS

Attachment C

PROPOSED LIST OF SUB-CONSULTANTS

A. FORM FOR IDENTIFICATION OF SUB-CONSULTANTS

As set forth in Section IV of the RFP, the Proposer must identify by name the specific Sub-consultants the proposer intends to use to perform the required services. Specifically, identify the Sub-consultants for the services set forth below. If for any of the areas set forth below, the Proposer intends to perform the services with its own employees, so indicate by inserting the words "In House".

Structural Engineering:	_____
Electrical Engineering:	_____
Mechanical Engineering:	_____
Civil Engineering:	_____
Marine Engineering:	_____
Geotechnical Engineering:	_____
Preservation Specialist:	_____
Irrigation Specialist	_____
Surveying	_____
Architecture	_____
Archeology	_____
Lighting Design	_____

ATTACHMENT D

REQUEST FOR PROPOSALS

**GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK
IN BOROUGH OF THE BRONX**

PROPOSED STAFFING PLAN

P.I.N. # 's 8462008X126501

LIST OF TITLES FOR CONSTRUCTION MANAGEMENT (please fill in)

[illegible]

Total Estimated Fee	\$
---------------------	----

- (1) For engineers and architects, a degree in technical area and New York State Professional License is required, in addition to extensive relevant experience.
- (2) Field inspectors must have a degree or training in appropriate technical field.
- (3) Electrical, plumbing, structural, boiler, HVAC and roofing inspectors must possess a professional license and demonstrate expertise in respective field.

Proposers should provide a short narrative of up to 5 pages concerning (1) the number of full-time persons currently on Proposer's design and construction management staff and (2) the projects on which the Proposer is currently working, the projects the Proposer has completed, and the future projects to which the Proposer is committed. All project information should include the dollar value of the contract, as well as the schedule. The Proposer should also identify the technical, administrative and other resources available to its Resident Engineer and Chief Construction Manager for this contract.

Name of Proposer (Firm)

Signature of Principal _____ Date

ATTACHMENT E

NOTICE TO ALL PROSPECTIVE CONTRACTORS
PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS
ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

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

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

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

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

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

PART A

PARTICIPATION GOALS FOR CONSTRUCTION
AND PROFESSIONAL SERVICES CONTRACTS

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

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

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at waiver@parks.nyc.gov or via facsimile at (718) 760-6884. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

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

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

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

The bidder/proposer must fully complete the Subcontractor Utilization Plan included herein (Schedule B, Part II). Bids/proposals which do not include a completed Subcontractor Utilization Plan will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Schedule B, Part III). In the event that the Subcontractor Utilization Plan (Schedule B, Part II) indicates that the bidder/proposer does not intend to award the Target Subcontracting Percentage, the bid/proposal will be deemed to be non-responsive, unless the agency has granted a waiver of the Target Subcontracting Percentage (Schedule B, Part III).

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

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

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

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

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

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

proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. **Modification of Subcontractor Utilization Plan.** A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. The Agency may grant such request if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

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

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

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

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

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

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

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

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

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

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

PART B
MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.
4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
 - (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
 - (c) making a finding that the Contractor is in default of the Contract;
 - (d) terminating the Contract;
 - (e) declaring the Contractor to be in breach of Contract;
 - (f) withholding payment or reimbursement;
 - (g) determining not to renew the Contract;
 - (h) assessing actual and consequential damages;
 - (i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
 - (j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
 - (k) take any other appropriate remedy.
4. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.
5. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.
6. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

REQUEST FOR PROPOSALS

**GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK
IN BOROUGH OF THE BRONX**

ATTACHMENT F – SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency's Target**This page to be completed by contracting agency****Contract Overview**

Pin #	FMS Project ID#:			
8462008X126S01				
Project Title	<u>GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK IN BOROUGH OF THE BRONX</u>			
Contracting Agency	NYC Dept. of Parks and Recreation			
Agency Address	FM-CP	City	Flushing	State NY Zip Code 11368
Contact Person	Grace Fields-Mitchell	Title	Consultant Procurement	
Telephone #	(718) 760-6687	Email	Grace.Fields-Mitchell@parks.nyc.gov	

Project Description (attach additional pages if necessary)

GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF
A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK IN BOROUGH OF THE BRONX

(1) ✓ Target Subcontracting Percentage

Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services. 10 %

Subcontractor Participation Goals

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

Group	Construction	Professional Services
Black American	%	%
Hispanic American	%	%
Asian American	%	No Goal
Caucasian Female	No Goal	%
Total Participation	(2) 0%	(3) 10 %

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

This page and the next (Part II herein) are to be completed by the bidder/proposer. NOTE: Bids/proposals which do not include a completed subcontractor utilization plan (Part II herein) will be deemed to be non-responsive, unless a full waiver of the target subcontracting percentage is granted (Part III herein).

Section I: Prime Contractor Contact Information

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____ Contact Person _____
 Address _____
 Telephone # _____ Email _____

Section II: General Contract Information**1. Define the industry in which work is to be performed.**

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

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

- ☐ Construction
☐ Professional Services

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

- ☐ Construction ☐ Other
☐ Professional Services

2. What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? _____ %

3. Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?

☐ Yes ☐ No

Section III: Subcontractor Utilization Summary

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

Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services	Subcontracts under \$1M (4)(construction/professional services)	Total Proposal Value	Calculated Target Subcontracting Percentage
	\$ _____	\$ _____	
			$\frac{\text{Subcontracts under \$1M}}{\text{Total Proposal Value}} \times 100 = \text{Percentage}$
<ul style="list-style-type: none"> • Subcontracts under \$1M (construction/professional services): Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2. • Total Bid/Proposal Value: Provide the dollar amount of the bid/proposal. • Calculated Target Subcontracting Percentage: The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. This percentage must equal or exceed the percentage listed by DPR on page 1, at line (1). 			
<p>! Important: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by DPR on Page 1, Line (1) or the proposal will be deemed non-responsive.</p>			

SCHEDULE B – cont.**Step 2:**

Calculate value of subcontractor participation goals

<p>a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services</p>		<p>Subcontracts under \$1M (construction/professional services)</p> <p>\$ _____</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <p>Construction</p> <p>\$ _____</p> </div> <div style="text-align: center;"> <p>Professional Services</p> <p>\$ _____</p> </div> </div>
<p>b.</p> <ul style="list-style-type: none"> From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services, If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts. Amounts listed on these lines should add up to the value from line a. 		
<p>c.</p> <ul style="list-style-type: none"> For Construction enter percentage from line (2) from Page 1. For Professional Services enter percentage from line (3) from Page 1. These Percentages must be copied from the Agency Plan, or the bid/proposal will be deemed non-responsive. 		<p>Total Participation Goals x %</p> <p>d. Value of Total Participation Goals \$ _____</p>

Step 3:

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

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

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

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

Section IV: Vendor Certification

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; and 4) agree, if awarded this contract, to make all reasonable, good faith efforts to attain the Target Subcontracting Percentage as specified by the Agency, and to solicit and obtain the participation of M/WBEs so as to meet the required Subcontractor Participation Goals.

Signature _____

Date _____

Print Name _____

Title _____

ATTACHMENT G
REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ FMS Vendor ID # _____

Business Name _____

Contact Name _____ Telephone # _____ Email _____

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

PIN # 8462008X126S01 Type of work on Prime Contract Type of work on Subcontract

(Check one):

☐ Construction☐ Professional Services

(Check all that apply):

☐ Construction☐ Other☐ Professional ServicesSUBCONTRACTING as described in bid/solicitation documents **(Copy this % figure from Schedule B, Part I, line 1)**

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

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver

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

Basis for Waiver Request: *Check appropriate box & explain in detail below (attach additional pages if needed)*☐ Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.☐ Vendor subcontracts some of this type of work but at *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.☐ Other _____**References**

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

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

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

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

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____

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

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____

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

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____

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

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: _____

Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: _____

Date: _____

ATTACHMENT H



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

Agency: DPR
PIN #: 8462008X126S01
Fall 2007 – Spring 2008 version

Doing Business Data Form – Contract Proposers

A Doing Business Data Form is to be completed by any vendor that submits a proposal for this contract (see Q&A sheet for more information). Please type or print in black ink, sign the last page, and return the complete Data Form, in a separate envelope, to the contracting agency along with your proposal. **The submission of a Data Form that is not accurate and complete may result in appropriate sanctions.**

This Data Form requires information to be provided on your principal officers, owners and senior managers. The name, employer, and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. This Data Form is separate from the City's VENDEX requirements.

General Instructions for Sections 2, 3, and 4:

Title: The actual office title held by the officer, owner, or manager.

Employer (if not vendor): If the individual is not employed by the vendor, list his/her employer's name.

Certification:

Fill out the certification box on the last page completely, and return the completed Data Form, in a separate envelope, to the contracting agency along with your proposal. If you have questions, please contact the Doing Business Accountability Project at 212-788-8104 or DoingBusiness@cityhall.nyc.gov. Thank you for your cooperation.

NOTE: Under the Federal Privacy Act the furnishing of Social Security Numbers is voluntary. Failure to provide an SSN will not result in any vendor's disqualification. SSNs will not be disclosed to the public. SSNs will be used to: identify a vendor's officers, owners and managers; assist the City in enforcement of Local Law 34 by ensuring that it is applied only to those individuals intended to be covered; and provide the City a means of identifying individuals whose names are not required to be listed in the *Doing Business Database*.

Section 1: Vendor Information

Vendor Name: _____

Vendor EIN: _____

Vendor Filing Status (select one):

- ☐ New Vendor/Full Data Form. *Fill out the entire form.*
- ☐ Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the person(s) who no longer hold positions with the vendor.*
- ☐ No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Vendor Type: ☐ Corporation (any type) ☐ Partnership (any type) ☐ Sole Proprietor
☐ Other (specify): _____

Vendor Address: _____

Vendor Main Phone #: _____ Vendor is a Non-Profit: ☐ Yes ☐ No

Vendor Main E-mail: _____

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

Attachment H
1/11/2008

EIN: _____

Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer☐ This position does not exist

The highest ranking officer or manager, such as the CEO, President or Executive Director; or, if those positions do not exist, the Chairperson of the Board.

Name: _____

Office Title: _____ SSN: _____

Employer (if not vendor): _____

Birth date: _____ Home phone #: _____

Home address: _____

☐ This person replaced CEO: _____ On date: _____**Chief Financial Officer (CFO) or equivalent officer**☐ This position does not exist

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

Name: _____

Office Title: _____ SSN: _____

Employer (if not vendor): _____

Birth date: _____ Home phone #: _____

Home address: _____

☐ This person replaced CFO: _____ On date: _____**Chief Operating Officer (COO) or equivalent officer**☐ This position does not exist

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

Name: _____

Office Title: _____ SSN: _____

Employer (if not vendor): _____

Birth date: _____ Home phone #: _____

Home address: _____

☐ This person replaced COO: _____ On date: _____

EIN: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

- ☐ The entity is not-for-profit ☐ There are no individual owners ☐ No owner holds 10% or more shares in the entity
- ☐ Other (explain): _____

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

Name: _____ SSN: _____

Employer (if not vendor): _____

Office Title: _____ Birth date: _____

Home address: _____

Home phone #: _____

Name: _____ SSN: _____

Employer (if not vendor): _____

Office Title: _____ Birth date: _____

Home address: _____

Home phone #: _____

Name: _____ SSN: _____

Employer (if not vendor): _____

Office Title: _____ Birth date: _____

Home address: _____

Home phone #: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal date: _____

Name: _____ Removal date: _____

Name: _____ Removal date: _____

To list more Principal Owners, please attach additional pages.

EIN: _____

Section 4: Senior Contract Managers

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

Senior Contract Managers:

Name: _____ SSN: _____

Employer (if not vendor): _____

Office Title: _____ Birth date: _____

Home address: _____

Home phone #: _____

Name: _____ SSN: _____

Employer (if not vendor): _____

Office Title: _____ Birth date: _____

Home address: _____

Home phone #: _____

Name: _____ SSN: _____

Employer (if not vendor): _____

Office Title: _____ Birth date: _____

Home address: _____

Home phone #: _____

Remove the following previously-reported Senior Contract Managers:

Name: _____ Removal date: _____

Name: _____ Removal date: _____

Name: _____ Removal date: _____

To list more Senior Contract Managers, please attach additional pages.

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

Name: _____

Signature: _____ Date: _____

Vendor name: _____

Title: _____ Work phone #: _____

Return the completed Data Form, in a separate envelope, to the contracting agency along with your proposal.

ATTACHMENT I-1

EXCERPTS FROM DESIGN CONSULTANT CONTRACT

PART I - SUMMARY AND SCOPE OF WORK

ARTICLE 1. SCOPE OF SERVICES

The City of New York Parks & Recreation, Capital Projects Division, requires the services of design consultants, on an as needed basis, for landscape architectural projects located throughout the City, which must be performed in an expedited manner.

This two year term contract is for the services of landscape architecture design consultants who will prepare biddable construction documents and cost estimates for construction and reconstruction of parks, playgrounds and small park structures. The services of other design disciplines and support functions will also be provided as needed to properly complete the assigned tasks. Projects will be selected from the Capital Budget Commitment Plans for current and future Fiscal Years (FY).

Projects will consist of parks, playgrounds and small structures or buildings, which are in need of reconstruction or for new construction. Generally, the Agency will prepare the scope of work, scope estimate, and in some cases schematic plans for each project. Consultants will produce biddable construction documents from these schematic designs in accordance with Agency standards.

Consultant services may include but are not limited to:

1. Studies/Investigations
2. Preparation of schematic plans.
3. Preparation of topographic surveys.
4. Preparation of preliminary construction documents.
5. Preparation of final plans and specifications.
6. Filing with and obtaining approvals from appropriate agencies.
7. Preparing preliminary and final submissions for Art Commission and Landmarks Preservation Commissions.
8. Services during the contract/bid process.
9. Services during construction.

ARTICLE 4. COMPUTER AIDED DESIGN AND DRAFTING (CADD)

All plans and details being included in the construction documents must be prepared on CADD equipment and software compatible with the Agency's Intergraph system. Design files must be submitted on 3½" - 1.44-MB floppy diskettes, in either Microstation format (DGN. files) or Auto Cad format (DWG. files). CADD capability and personnel versed in the functions and operation of the CADD system must be in place and operational prior to the first project assignment. Assignment of work will be contingent on possession or implementation of a functional CADD system.

ARTICLE 5. PERFORMANCE EVALUATIONS

Evaluation of consultant performance shall be conducted on a regular basis. Failure to meet established schedules, to perform work within negotiated fees and to conform to design scope and schematics provided or approved by the Agency will result in poor evaluations. Poor performance evaluations can lead to a non-responsibility determination, which could result in termination of the contract and elimination of the consultant from consideration for future contracts.

ARTICLE 8. MAXIMUM FEE

The total of all fees to be paid for all projects assigned under this contract shall not exceed \$ _____ (Million Dollars) unless increased by the Commissioner in accordance with the PPB rules.

The fee for each project shall be determined by the Commissioner and paid by one of the following methods:

(A) **LUMP SUM FEES**

The Commissioner may establish the project lump sum fee based on offers submitted by Consultants for services to be performed in connection with each project. Upset fees for milestones within each project may also be established.

The lump sum fees will be established by a competitive process requiring the submission of a fee proposal, project manning charts and schedules. Payment of fees for services shall be based on the percentage of work completed. Titles and rates included in the schedule of fees in **Part I, Article 9**, shall be used to establish a timecard-based upset fee for additional work not originally included in the project scope. Payment of timecard based fees shall be based on actual hourly rates and hours utilized in performing the work.

(B) **PROJECT UPSET FEES**

The Commissioner may establish the project upset fee for services to be performed in connection with each project. Upset fees for milestones within each project may also be established.

All upset fees will be established by the Commissioner following a review of project manning chart proposals and schedules submitted by the Consultant. Payment of fees for services shall be based on actual time spent performing the work and on the titles and rates quoted in the project manning chart proposals, or on the actual rates of pay, if less. Titles and rates used in the proposals shall not exceed those included in the schedule of fees in **Part I, Article 9**, except where revised, increased or amended in writing by the Agency.

ARTICLE 9. SCHEDULE OF FEES

A. For each title indicated in the Schedule of Fees, the Consultant has specified a maximum hourly fee per title, which consists of the following:

1. **Hourly Rate**: The maximum hourly direct salary costs to be charged for technical and professional employees for actual time spent on the project. Salary costs shall not include amounts for vacation or holiday pay, Social Security, unemployment insurance, worker's compensation, or any other fringe benefits whatsoever.
2. **Multiplier**: All Consultant's costs for executing the scope of services as described, including overhead and profit, exclusive of direct technical and professional costs (salary costs).

All costs included in the multiplier are subject to audit, and may be addressed during negotiations. The multiplier for principal's title shall be one.

3. **Hourly Fee Per Title**: The result of multiplying the hourly rate by the multiplier.

ARTICLE 9, SECTION B - SCHEDULE OF FEES (pg. 1 of 2)

All rates listed represent the maximum payable for the title, only actual rates will be paid.

Firm:

TITLE	MAX. HOURLY RATE (a)	ACTUAL MULTIPLIER (b)	HOURLY FEE Per TITLE (a) x (b)
Landscape Design			
Principal (Partner or Officer)*	\$160.00	1.00	\$160.00
Project Manager	\$36.50	2.50	\$91.25
Senior Landscape Architect*	\$45.00	2.50	\$112.50
Landscape Architect*	\$30.00	2.50	\$75.00
Assistant Landscape Architect	\$24.00	2.50	\$60.00
Landscape Architect Trainee	\$18.50	2.50	\$46.25
CADD Operator	\$18.50	2.50	\$46.25
Draftsperson	\$15.00	2.50	\$37.50
Design Support			
Principal (Partner or Officer)*	\$160.00	1.00	\$160.00
Senior Architect*	\$45.00	2.50	\$112.50
Assistant Architect	\$25.00	2.50	\$62.50
Arch.- CADD Operator	\$18.50	2.50	\$46.25
Senior Civil Engineer*	\$45.00	2.50	\$112.50
Assistant Civil Engineer	\$33.00	2.50	\$82.50
Civil – CADD Operator	\$20.00	2.50	\$50.00
Senior Structural Engineer*	\$45.00	2.50	\$112.50
Assistant Structural Engineer	\$33.00	2.50	\$82.50
Structural CADD Operator	\$20.00	2.50	\$50.00

Senior Titles > 10 yrs. Experience

Assistant Titles > 2 yrs. Experience

Trainee Titles = Degree in appropriate discipline

* NY State Professional license

ARTICLE 9, SECTION B - SCHEDULE OF FEES (pg. 2 of 2)

All rates listed represent the maximum payable for the title, only actual rates will be paid.

Firm:

TITLE	MAX. HOURLY RATE (a)	ACTUAL MULTIPLIER (b)	HOURLY FEE per TITLE (a) x (b)
Design Support (cont.)			
Senior Electrical Engineer*	\$38.00	2.50	\$95.00
Assistant Electrical Engineer	\$25.00	2.50	\$62.50
Electrical CADD Operator	\$18.00	2.50	\$45.00
Senior Mechanical Engineer*	\$38.00	2.50	\$95.00
Assistant Mechanical Engineer	\$25.00	2.50	\$62.50
Mech. – CADD Operator	\$18.00	2.50	\$45.00
Trainee (any discipline)	\$18.00	2.50	\$45.00
Draftsperson	\$15.00	2.50	\$37.50
Technical Support			
Estimator	\$25.00	2.50	\$62.50
Junior Estimator	\$18.00	2.50	\$45.00
Expeditor	\$25.00	2.50	\$62.50
Expeditor's Assistant	\$15.00	2.50	\$37.50
Survey Project Manager	\$26.00	2.50	\$65.00
Licensed Land Surveyor*	\$32.00	2.50	\$80.00
Survey Party Chief	\$31.97	2.50	\$79.93
Survey Instrument Person	\$26.39	2.50	\$65.98
Survey Rodperson	\$17.74	2.50	\$44.35
Survey – CADD Operator	\$20.00	2.50	\$50.00

Senior Titles > 10 yrs. Experience

Assistant Titles > 2 yrs. experience

Trainee = Degree in appropriate discipline

* NY State Professional license

PART II **STANDARD REQUIREMENTS**

ARTICLE 1 - General Requirements

The services of the Consultant shall be performed under the direction of the Commissioner and shall consist of all necessary and usual Consultant services in connection with the preparation of plans and specifications for the construction of the projects authorized. Work Order Letters will assign design work for specific project sites and will be issued to the Consultant during the contract period. The Work Order Letters will identify design work, design considerations, type and amount of fee and time for performance. Services shall include but not be limited to the following:

A. Record Keeping

1. For each project the Consultant shall prepare a Bar Graph showing the completion schedule of the contract objectives.
2. Bi-weekly, the Consultant shall submit a Progress Report.
3. The Consultant or his duly authorized representative shall attend such conferences as directed by the Commissioner and shall submit minutes of the same.
4. The Consultant shall attend a mandatory annual training session with Agency staff to review standard procedures for contract organization, and preparation of the specifications and engineer's estimate.

B. Site Data

1. The Commissioner shall furnish such boundary and topographical surveys, test borings and subsurface information as are required for the execution of this contract, and for the guidance of the Consultant.
After receiving the Work Order Letter and before commencing any design work, it shall be the Consultant's responsibility to obtain all information available at City agencies (MTA, DEP, DOT, SCA, BOE, etc.) including the Map File at Parks and Recreation, pertaining to the site and existing building(s) (old topographic & property line maps, existing contract plans, transit tunnels, sewer, water, electric, etc.).
2. The Consultant shall exercise due diligence and professional competence in analyzing such documents and data which may be furnished by the Commissioner, and shall be responsible for requesting any additional information required.

3. The Consultant shall make personal examinations of the designated building site or facility in accordance with the Specific Requirements, Part II, Article 3, Section N.

4. The Consultant shall design and plan the work with reference to and in consideration of information relating to existing lines, grades, levels, sewers, subsurface structures, conditions and facilities as indicated by the topographic survey, supplemented by an inspection of the building or facility by him/her, as well as his/her examination of all relevant public records and any additional information or investigations.
5. Additional information, required by the Consultant and furnished by the Commissioner, under this Section B - Site Data, shall be at no cost to the Consultant.

C. Rehabilitation or Alteration of Existing Structure

When the project involves alteration of or addition to an existing structure, the Consultant shall be responsible for verifying all measurements and details of construction thereof.

D. Schematic Design Phase

Generally the Agency will prepare the scope of work and may in some cases provide schematic plans to the Consultant for use in preparing Preliminary and Final Construction Documents.

At the discretion of the Agency the Consultant may be directed to prepare the schematic plans and other Agency approvals. When the Agency does not provide the schematic design, review and approval is required in accordance with **Part II, Article 3, Section D.**

E. Preliminary Construction Documents

In conformance with the schedule established in the project Work Order Letter the Consultant shall deliver to the Commissioner preliminary construction documents in accordance with **Article 3, Section E of Part II** of the contract.

F. Final Construction Documents

In conformance with the schedule established in the project Work Order Letter, the Consultant shall deliver to the Commissioner final construction documents in accordance with **Part II, Article 3, Section F**. The submission shall include documents for review and approval of the Landmarks Preservation Commission and the Art Commission where applicable.

Compliance Review Documents: If a review of the final documents by the Commissioner reveals the need for revisions, the Consultant will be required to deliver to the Commissioner Compliance Review Documents per **Part II, Article 3, Section F, Paragraph 19**.

G. Contract Bidding Phase

During the period of advertising, receipt and analysis of bids, the Consultant shall assist in the recalculations of estimated quantities and costs, as requested by the Commissioner.

H. Construction Phase

1. The Consultant shall act promptly and systematically on the checking of shop drawings and approval of samples submitted to him/her. He shall determine whether such shop drawings and samples are in accordance with the design and construction contract drawings and specifications prepared by him/her for the Project. He/she shall indicate changes necessary to conform to the shop drawing procedure as outlined under Article 3, Section X of this document.

2. Construction Contract Change Orders - The Commissioner shall issue all change orders to construction contractors. The Commissioner, at his discretion, may consult with the Consultant, prior to the issuance of such change orders.

I. Additional Obligations of the Consultant

1. If the Project calls for the installation of special foundations or piles, the analysis for the determination of necessity for corrective measures and the preparation of required supplementary drawings for any needed corrective measures shall be performed, when so ordered by the Commissioner, by the Consultant or the Consultant's consulting engineer.

All survey and sub-surface information required for the purpose of this analysis will be furnished to the Consultant by the Commissioner. All work incidental to this analysis and the preparation of required supplemental drawings shall be approved and paid for by issuance of a revised or supplementary work order.

2. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the Commissioner and in the event the Consultant's personnel fail to cooperate, the Consultant shall relieve them of their duties on the Project when required by the Commissioner.
3. The Consultant may engage sub-Consultants to perform project related tasks requiring special skills which its in house staff does not possess. This work, may include, but is not limited to engineering (all disciplines) historic preservation and restoration, archeology, surveying, expediting, cost estimating, and making probes, borings and tests. The Consultant shall not be permitted to engage sub-consultants or have work performed by sub-consultants not identified in their response to the Request for Proposals without prior approval of the Commissioner.
4. Cost Estimate Services. The Consultant shall provide separate from the "Final Estimate of Cost" a labor and material breakdown for all major components except for site work. In addition to the Preliminary and Final Estimates of cost required to be submitted under this contract, the Consultant shall maintain current information relating to the estimated cost of the Project during the design period and shall inform the Commissioner

promptly in writing of any significant changes in such estimated cost due to market conditions or changes in the scope or design of the Project. If the Commissioner so directs, the Consultant shall engage a competent cost-estimating firm to prepare cost data and required estimates of cost. The name of such firm shall be submitted in writing to the Commissioner for written approval. A cost control program shall be maintained throughout the course of the design.

5. All estimates shall be submitted with all computations, work sheet and where required, cross-sections of earth work and cut and fill calculations. All final documents shall conform to the requirements of **Part II, Article 3, Section F, paragraphs 1 through 5**.
6. All drawings, tracings, specifications and other material prepared and furnished under and for this contract shall become the property of the City upon their acceptance by the Commissioner or upon termination of the services of the Consultant. Such documents shall be promptly delivered to the Commissioner upon demand and thereafter may be used by the City in whole or in part or in modified form, for those purposes it may deem advisable without further employment of, or payment of additional compensation to, the Consultant.

Should such documents prepared under this contract be re-used by the City for other than the Project originally created, it is understood that the Consultant bears no responsibility whatsoever for such re-use except in those instances that he/she is re-employed for the re-use of the documents.

7. The Consultant shall not, without the prior 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 patents, or which is otherwise exclusively controlled by a particular firm or group of firms.
8. Should any claim be made or any action brought against the Commissioner or the City of New York relating to the design of the Project herein, the Consultant shall diligently render to the City any and all assistance, which may be requested by the Commissioner. The Consultant shall also assist the Commissioner and the Construction Contractors for the Project, in obtaining temporary and permanent Certificates of Occupancy.
9. The Commissioner's decision shall be final and binding upon the Consultant as to all matters arising in connection with or relating to this contract. The Commissioner shall determine the amount, quality, acceptability and fitness of work being performed hereunder and shall determine all matters relative to the fulfillment of this contract on the part of the Consultant and such determination shall be final and binding on the Consultant. Acceptance by the Commissioner of any document here-under, shall not relieve the Consultant of sole responsibility for final design of the Project, including the plans, specifications and all supporting documents, except as to any feature thereof, which the Commissioner had specifically directed in writing, to be included over the written objection of the Consultant.

ARTICLE 2 - Payment for Services

A. Maximum Fee Payable

The maximum fee payable for all services provided and expenses incurred hereunder shall be determined as specified in **Part I, Article 8** of this contract. The maximum fee does not represent a commitment or guarantee on the part of the City to pay such amount, unless it has been determined to be allowable by application of criteria established herein.

B. Method of Payment

1. Description of Methods of Payment

Work Order Letters issued to the Consultant during the contract period will establish, among other things, the fee for services to be performed in connection with each project.

For services rendered, the Consultant shall be paid by the following applicable method, as described in **Part I, Article 8**, and as stated in the applicable Work Order Letter:

(a) **LUMP SUM FEES**

The Commissioner may establish the lump sum fee based on offers submitted by Consultants as described in **Part I, Article 8**. Payment of fees for services shall be based on the percentage of work completed. Titles and rates included in the schedule of fees in **Part I, Article 9**, shall be used to establish a timecard-based upset fee for additional work not originally included in the project scope. Payment of timecard-based fees shall be based on actual hourly rates and hours utilized in performing the work.

During the course of the contract, interim payments shall be made to the Consultant. The Consultant shall submit to the Commissioner, according to the Work Order Letter, but not more than once per calendar month, a certified voucher setting forth in detail the items of work and services performed by the Consultant, the percentage of work completed and the percentage of the lump sum payment requested.

Prior to final payment, the consultant shall submit three (3) copies of a letter signed by each sub-consultant hired by the Consultant acknowledging payment to them of at least ninety-five percent (95%) of the fees allocable for their services up to that date and an affidavit from the Consultant stating that all amounts payable for services of his/her sub-consultants or materials in connection with this contract and not yet paid, will be paid immediately upon receipt.

Reimbursement for sub-consultants will be paid per **Part II, Article 2, Section C**.

(b) **PROJECT UPSET FEE**

The Commissioner may establish the project upset fee for services to be performed in connection with each project as described in **Part I, Article 8**. Payment of fees for services shall be based on actual time spent performing the work and on the titles and rates quoted in the project manning chart proposals, or on the actual rates of pay, if less. Titles and rates used in the proposals shall not exceed those included in the schedule of fees in **Part I, Article 9**, except where revised, increased or amended in writing by the Agency.

During the course of the contract, interim payments shall be made to the Consultant. The Consultant shall submit to the Commissioner, according to the Work Order Letter, but not more than once per calendar month, a certified voucher setting forth in detail the items of work and services performed by the Consultant and the amount of partial payment requested.

Prior to final payment, the consultant shall submit three (3) copies of a letter signed by each sub-consultant hired by the Consultant acknowledging payment to them of at least ninety-five percent (95%) of the fees allocable for their services up to that date and an affidavit from the Consultant stating that all amounts payable for services of his/her sub-consultants or materials in connection with this contract and not yet paid, will be paid immediately upon receipt.

Reimbursement for sub-consultants will be paid per **Part II, Article 2, Section C**.

2. **Project Milestones**

Each project may incorporate required milestones, including but not limited to, the following:

1. Approved Schematic Design;
2. Approval of Preliminary Construction Documents;
3. Submission and Review of Final Construction Documents;
4. Commissioner's Acceptance;
5. Services during the Contracting Process; and
6. Services during Construction.

Each project, regardless of the method of payment, may include separate Upset Fees for various Project Milestones, as described in the applicable Work Order Letter.

C. **Payment for additional Sub-consultants/Subcontractors**

When it is deemed necessary for the Consultant to obtain services from sub-consultants/contractors other than those providing titles listed in **Part I, Article 9**, (Borings, Soil testing, Laboratory testing, etc.) the Consultant shall solicit 3 bids from 3 separate consultants/contractors and submit them to the Agency for review.

Subconsultant/subcontractor expenses approved by the Commissioner shall be paid at cost with no markup for overhead and profit.

ARTICLE 3 - Specific Requirements

A. Record Keeping

1. Bar Graph. For each project the Consultant shall prepare a Bar Graph to establish a phasing timetable for the accomplishment of the contract objectives within the time allotted and submit such schedule for approval by the Commissioner. The schedule shall include completion dates for any milestones established in the Work Order Letter.
2. Progress Reports. The Consultant shall submit a progress report every two weeks, in such form as may be required by the Commissioner showing the status of the work. If progress is delayed, the report shall state the reasons for such delay.
3. Conferences: The Consultant or his duly authorized representative shall attend such conferences as directed by the Commissioner and shall submit minutes of same within 10 days of the meeting date.

During construction, he/she or his/her duly authorized representative shall attend such other meetings as are required by the Commissioner or the Chief of Construction and shall submit minutes of same within 10 days of the meeting date.

B. Insurance

The following summarizes some aspects of contract insurance requirements, refer to Part III, Article 13 for the complete requirements.

1. Professional Liability Insurance - The Consultant shall maintain coverage in an amount not less than \$1,000,000.00 limit of liability. Each subcontract design professional shall maintain coverage in an amount not less than \$1,000,000.00 limit of liability. (**Part III, Article 13, Section A, Paragraph 4**).
2. Proof of Insurance- Within ten (10) consecutive calendar days of the notice to commence work, the Consultant shall deliver to the Commissioner, proof of insurance. As per **Part III, Article 13, Section B**.

C. Consultant's Representative

Within seven (7) consecutive calendar days of the written notice to commence work, the Consultant shall designate in writing one person who, on his behalf, shall be responsible for coordinating all of the services to be rendered by the Consultant hereunder. Such designee shall be subject to the approval of the Commissioner.

D. Schematic Design Phase

1. Generally the Agency will prepare the scope of work and may in some cases provide schematic plans to the Consultant for use in preparing Preliminary and Final Construction Documents.

At the discretion of the Agency the Consultant, may be directed to prepare the schematic plans and other Agency approvals. When the Agency does not provide the schematic design, review and approval is required prior to beginning Preliminary Construction Documents.

2. When directed by work order letter to prepare Schematic plans, the Consultant shall prepare as many schematic-plans and studies as may reasonably be required until the Commissioner shall accept one such study. Each shall be accompanied by a cost estimate.

The schematics shall provide and describe the best possible combination of layout, site design, structural, mechanical, plumbing, and electrical systems, building orientation and configuration and other pertinent design elements. All schematics submitted shall include a description of mechanical systems, if applicable.

3. Upon selection of the Final Schematic and in conformance with the schedule established in the project Work Order Letter the Consultant shall deliver to the Commissioner the following documents for review:
 - a. Two copies of the Final Schematic Design drawings, together with an estimate of cost.
 - b. A park location plan shown on the Schematic Plan.
 - c. A plan of existing site and off-site conditions.
 - d. A minimum of six (6) 5" x 7" photographs of the building or facility.
 - e. Elevations, sketches and sections, as necessary, to fully explain the design.
 - f. A description of mechanical systems, accompanied by both a cost analysis and an energy evaluation.

E. Preliminary Construction Documents

Upon receipt or approval of the schematic design study, the Consultant shall prepare and submit to the Commissioner the following documents:

1. Preliminary plans, studies and drawings including (if applicable to the project), but not necessarily limited to:
 - a) Building or facility plan, types of foundations, floor plans, elevations and sections indicating types of structural framing, typical wall sections, proposed floor to floor heights, utility layouts, materials and furnishings, types of any elevators, mechanical systems and equipment, electrical wiring, and any additional documents necessary to fully illustrate the intent of the design.
 - b) Calculations to support the design of H.V.A.C., plumbing, electrical, and drainage systems. Submit calculations on separate 8 1/2"x11" sheets.
 - c) Catalog cuts and full documentation for all proposed equipment including M.E.A. numbers, manufacturers contact information, cost and lead-time.
 - d) Legal grades, existing and proposed contours, preliminary spot elevations and spot elevations where unusual grade conditions exist adjacent to the building or facility to be developed. Layout and grading plans are to be drawn with Engineer's Scale.
 - e) Description of adjacent buildings and existing facilities on site, i.e., buildings, subsurface utilities, light poles, vaults, trees, subways, transit tunnels, fences, curbs, walks, walls and hidden foundations where the area was a demolition site, existing utilities in adjacent streets, i.e., sewers, gas, electric, manholes, hydrants, etc.
 - f) Proposed park or playground facilities: General Layout as it relates to the building including; apparatus, ball-fields, types of pavement, turf areas, planting, walks, curbs, types and heights of fences, benches, drinking fountains, low points for drainage structures, etc.
 - g) Standard specifications and Outline custom specifications.
 - h) Preliminary detailed estimate of cost.
 - I) A list of all required City, State and Federal Agency approvals.
2. In conformance with the schedule established in the project Work Order Letter the Consultant shall deliver to the Commissioner the following documents for review:
 - a). One (1) copy of CADD design files on 3 1/2" - 1.44 MB floppy diskettes in either MICROSTATION format (DGN files) or AUTOCAD format DWG files).
 - b). Four (4) complete sets of blue-line prints of the plans, specifications and cost estimates.
 - c). One set of sepia's of the plans only.

3. Preliminaries will not be accepted until Consultant has furnished evidence that, preliminary data relating to incoming service of electricity, gas, water and sewers have been submitted to the appropriate departments as well as proof of the filing of plans with the Department of Buildings for the approval of zoning, stairs and exits, and the preliminary approval of the Art Commission and Landmarks Preservation Commission.
4. All drawings must be pre-checked and initialed by the Consultant's Principal-in-Charge prior to submission.

F. Final Construction Documents

1. Final contract documents shall include final designs, complete and detailed drawings and specifications, a detailed cost estimate for each prime contract, data necessary for preparation of a proposal for bids and a bid form, all satisfactory to the Commissioner.
2. The drawings, design and specifications shall include, but shall not be limited to, layout and grading plans and details of pavements, fences, walls, curbs, benches, play equipment, utilities and drainage structures, planting and park furniture.
3. Where applicable the drawings, design and specifications shall also include, but shall not be limited to, all drawings, designs, specifications and calculations for heating, ventilating, air-conditioning, plumbing, sanitary equipment, electrical equipment, communicating equipment, elevator equipment, refrigeration, structural and foundation work, lighting fixtures and all necessary machines and appliances.
4. The equipment contemplated by this contract shall include such fixtures or appliances as shall become a fixed part of the Project and shall be essential to render the Project fit for the use intended. The Consultant shall plan and provide, however, for adequate and proper space for movable equipment and all necessary connections thereto, as set forth in the program.
5. These final contract drawings and specifications shall be prepared with construction details completely shown and with figure dimensions given and specifications completely stated so as to enable prospective bidders to make accurate and reliable estimates of the quantities, materials required to erect and complete the Project and to install the equipment therein in a first-class workmanlike manner to accomplish adequately the purposes and uses intended for the Project.
6. The Consultant shall inform the Commissioner in writing, immediately of any adjustments to the last approved estimate of the total construction cost of the Project as indicated by changes in the Work Order Letter.
7. The Consultant shall prepare and submit to the Commissioner, for his acceptance, a complete and final estimate, hereinafter referred to as the "Final Estimate of Cost" of the total construction cost of the Project, based upon the final drawings and specifications of all work necessary for the complete construction of the Project. In the event that the sum of the low bids of all qualified and responsible contractors for the complete construction of the Project is in excess of 105% of the approved Final Estimate of Cost, the Consultant, to the extent necessary in the Commissioner's determination to bring the total construction cost of the Project within the approved Final Estimate of Cost, shall, subject to the acceptance of the Commissioner, revise all or any part of the Project that the Commissioner may deem advisable, after consultation with the Consultant. The Consultant shall provide separate from the "Final Estimate of Cost" a labor and material breakdown for all major components except for site work.
8. All drawings, before being submitted to the Commissioner for final acceptance, shall bear the stamps of approval and be accompanied by all necessary applications, certificates, or permits of all City, State or Federal agencies having jurisdiction over any phase of work. The Commissioner shall apply for the final approval of the Art Commission and landmarks, after the delivery of the drawings and documents described in Article 3, Section F - Paragraph 14.
9. Where applicable the Consultant shall furnish all required construction contract documents, prepared in such manner and form as will enable the City to award separate prime contracts, as shall have been determined by the Commissioner prior to the start of the preparation of the final contract documents, and in compliance with Section 103 of the General Municipal Law.

DPR Design Excellence RFP-FPP Golf Course Design & Construction Management Services

- a. The Consultant shall, at the direction of the Commissioner, prepare separate drawings and specifications to permit the awarding of separate contracts for General Construction, Plumbing and Drainage, Heating, Ventilation and Air Conditioning, and Electrical Work and Lighting Fixtures.
- b. In addition, he/she may be required to prepare separate contract documents, when necessitated by the requirements and staging of the Project, for Elevators, Escalators, and Equipment, and for demolition, excavation and foundation work. Determination of the identity of the separate contracts to be awarded shall be made prior to the start of the final contract documents and shall be made by the Commissioner after consultation with the Consultant. All contract documents shall be promptly coordinated so as to preclude as far as possible the necessity for changes, and/or adjustments for extra work orders during construction.
- c. It shall be the responsibility of the Consultant to coordinate the design of the architectural, structural, plumbing, heating, ventilating, air-conditioning and electrical work so that interference among and within the several trades will be avoided.
- d. The Consultant shall prepare composite sections, drawn accurately to scale, which shall show the work of all trades in equipment rooms, corridors and all other areas involving the work of more than one trade. Drawings of these composite sections shall indicate whether equipment etc., is to be hung from above or supported from below. These drawings shall be included as part of the contract drawings for each trade in addition to the regular drawings with their own usual details and sections.
- e. If in the opinion of the Commissioner, the drawings are not sufficient in number or content to demonstrate the feasibility of the mechanical installation, he may order that an additional drawing or drawings be prepared.
- f. Any interference between trades caused by inadequate design or coordination of the contract documents, will be the responsibility of the Consultant and he/she will be required to prepare at no additional cost to the City, any supplemental drawing necessary to establish the feasibility of resolving interference found prior to or during the bidding period or during construction.

10. Submittal of Final Contract Drawings and Documents.

The Consultant shall deliver to the Commissioner the following:

- a. All sets of construction documents as approved by each required government Agency.
- b. All final drawings shall conform to comments by the Commissioner, bearing all required stamps of approval including the seal and signature of the consultant. The final drawings and specifications shall be prepared in accordance with Article 3, Section U, "Requirements for the Preparation of Construction Drawings and Specifications."
- c. A number of sets, as specified in paragraph 17 below, and final estimates to include:
 1. A summary giving estimated cost for each construction contract.
 2. A quantity breakdown containing items of work, quantities, unit-prices and amount, including such information for each prime contract. When alterations as well as new additions to existing structure are involved in the same contract, estimates shall be separated accordingly.
- d. Typical plans, suitable for small-scale reproduction and publication. These documents shall not be deemed to have been accepted until the Commissioner has notified the Consultant in writing.
- e. Materials and color samples for non-standard items. Samples must be labeled with type of material, finish, manufacturer or supplier and project title and contract number. Color scheme must be approved by the department.

11. Deliverables.

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In conformance with the schedule established in the project Work Order Letter for submittal of Final Contract Drawings, the Consultant shall deliver to the Commissioner the following documents for review:

- a. One (1) copy of CADD design files on 3 1/2" - 1.44 MB floppy diskettes, in either MICROSTATION format (DGN files) or AUTOCAD format (DWG files).
 - b. Four (4) complete sets of blue-line prints of the final plans, specifications, cost estimates.
 - c. One set of sepia of the plans only.
 - d. Two copies of the list of shop drawings required for the project. One copy shall be separate. The Consultant shall include the second copy in the Construction Specifications. The list shall be of all required shop drawings and certificates of approval with language to the effect "that shop drawings and certificates of approval are required but not limited to the following".
 - e. Two copies of the color schedule including required paint color chips.
12. The submission of final documents shall include the following for review and approval of the Landmarks Preservation Commission where applicable, and the Art Commission:
 - a. two (2) sets of prints of complete final contract drawings,
 - b. material samples as directed including type and color to be used. Samples shall be labeled with type of material, finish, manufacturer or supplier and project title and contract number.
 - c. Duplicate Art Commission forms.
13. Compliance Review Documents: If a review of the final documents by the Commissioner reveals the need for revisions, the Consultant will be required to deliver to the Commissioner:
 - a. One (1) copy of CADD design files on 3 1/2" - 1.44 MB floppy diskettes, in either MICROSTATION format (DGN files) or AUTOCAD format (DWG files).
 - b. Four (4) complete sets of blue-line prints of the revised plans, specifications and cost estimates.
 - c. One (1) set of blue-line prints of written replies to the final review comments.
14. Final Documents for Commissioner's Acceptance:

Within ten (10) consecutive calendar days after date of written approval of the final documents, the Consultant shall deliver the following documents for Acceptance of the Commissioner:

 - a. One (1) copy of CADD design files on 3 1/2" - 1.44 MB floppy diskettes in either MICROSTATION format (DGN files) or AUTOCAD format (DWG files).
 - b. One (1) set of original drawings per Part II, Article 3, Section Z.
 - c. One (1) set of specifications with list of shop drawings required, (legals are not required to be included) per Part II, Article 3, Section Z.
 - d. Cost estimates typed on 8 1/2" x 11".
 - e. Two copies of the color schedule.
 - f. One (1) complete set of blue-line prints of the plans, specifications and cost estimates.
 - g. When applicable, a summary giving estimated cost for each construction contract of the Project. (All estimates shall include the cost for temporary heat).

- h. And a quantity breakdown containing items of work, quantities, unit-prices and amount, including such information for each prime contract. When alterations as well as new additions to existing structures are involved in the same contract, estimates shall be separated accordingly.

G. Contract Bidding Phase

During the period of advertising, receipt and analysis of bids, the Consultant shall:

1. Interpret plans and specifications when requested by the Commissioner because of prospective bidders' inquiries.
2. Prepare and issue through the Commissioner, addenda, amendments and supplementary drawings required for clarification of plans and specifications.
3. Attend bidders meetings and bid openings when notified by the Commissioner.
4. **Assist in the analysis of bids and make recommendations and reports as requested by the Commissioner of the disposition of bids and award of contracts.**
5. Check unit item(s) quantities when requested by the Commissioner.

H. Topographic Survey

The Commissioner shall furnish such boundary and topographical surveys, test borings and subsurface information as required for the execution of this contract, and for the guidance of the Consultant. Such furnishing shall in no way diminish the Consultant's responsibility to avail themselves of all other documents, data and information necessary to properly accomplish the work of each project.

When required, the Consultant shall contract directly with a Licensed New York State Surveyor for a Topographic Survey of the project covered by this agreement.

Tasks required for projects including survey work shall include but not be limited to the following:

1. Definition of the Survey area.
2. Obtaining the cost proposal and contracting with the prospective surveyor.
3. Reviewing the Survey for completeness and general accuracy.
4. Reviewing the Survey original documents for final acceptance.

Consultant Surveys shall include all the information required in Article 3, Section AA and Section BB.

I. Rehabilitation or Alteration of Existing Facilities

When the project involves alteration of or addition to an existing facility, the Consultant shall be responsible for verifying all measurements and details of construction thereof. All drawings, specifications and data of the facility furnished by the Commissioner must be checked in the field by visual examination and physical measurements by the Consultant as well as through all sources of records available.

If, through no fault of the Consultant, the existing conditions prove to be at variance with the conditions as shown, the Consultant shall be compensated for any necessary additional services by issuance of a revised or supplementary work order.

J. Borings

The Consultant shall, if necessary, determine subsurface conditions, secure boring data, exploratory probes, and select specimen soil samples for analysis by Laboratory tests necessary for the development of the work, subject to authorization by the Commissioner in accordance with Part II, Article 2, Section D.

In lieu of the City obtaining the boring data, the City agrees to pay the Consultant in additional compensation therefor, the actual and reasonable cost of the boring work paid for by the Consultant subject to approval of the Office of Management and Budget. All technical services provided by the Consultant in connection with investigations and determining the need for and evaluating probes shall be considered as work under the base contract. The reimbursement of these charges shall be based upon bills submitted by the Consultant to the Agency.

K. Television Inspection and Video Tape Recording

1. When directed by work order letter, the consultant shall make a closed circuit television inspection and video tape recording of those sewer lines as indicated on the drawings, prepare the Polaroid photographs of the specific views, and shall make a report about the conditions of the existing pipes. The report shall include conclusions and recommendations on the conditions of the pipe, and comment on removing or changing existing pipes (or sections thereof) and shall be prepared by a New York State Licensed Professional Engineer.
2. All Labor, experience supervision, technicians, mobile television studio, electronic equipment, television and Polaroid cameras, materials and equipment necessary to perform the work shall be subject to approval by the Commissioner.
3. The consultant shall give the project manager five (5) days notice of his/her intention to begin the work.
6. Operation of equipment is to be controlled from above the ground with skilled technician at the control panel in a mobile television studio, controlling movement of the television camera.
5. The technician shall have the capability to adjust the brilliance of the built-in lighting system and be able to change the focus of the television camera by remote control. The television camera shall be positioned as near as possible to the spring line of the sewer.
6. The television camera shall be attached to a rod or cable that shall be metered to indicate the exact location of the camera at all times. An intercom system shall be used to coordinate the movement of the television camera at all times.
7. The view seen by the television camera shall be transmitted to a monitor of not less than (14) fourteen inches in with. The monitor shall be located inside the mobile television studio.
8. The consultants mobile television studio shall be large enough to accommodate up to four (4) persons comfortably seated for the purpose of viewing the monitor while the inspection is in progress. The Agency's representative shall have access to the television screen at all times.
9. A video tape recording shall be taken of the entire inspection. The video tape recorder used shall be one on which sound and video information can be recorded. The speed and electronics of the video tape recorder shall be equal to that which was standardized by electronic industry.
10. An experienced supervisor who has a minimum of three (3) years experience in the field of pipeline inspection shall coordinate the entire inspection operation stated under this section in cooperation with the professional Engineer as approved by the Agency.
11. Polaroid photographs shall be a minimum of 3" x 4". The photographs taken during the inspection shall be mounted within the report and keyed for exact location on the route sheet.
12. The video tape recordings taken during the inspection shall be keyed as to their exact location on the route sheet and shall be submitted to the Agency, with the Professional Engineers report.
13. After completion of the television inspection and preparation of the report by a Professional Engineer, the consultant shall furnish a complete bound report of their inspection and recommendations for future reconstruction of the sewer lines for a permanent record. The report on the television inspection shall include but not be limited to logging each section of the sewer televised, giving specific details as to service connections, water infiltration from the joints, and other points of interest noted during the inspection and shall be sealed by the licensed Professional Engineer.
14. The report and video tape recording shall be delivered to the Agency not more than ten (10) days after completion of television inspection and video tape recording.

L. NOT USED

M. Meetings

1. The Consultant shall attend a mandatory annual training session by Agency personnel to review standard operating procedures for contract organization, preparation of the specifications and engineers estimate, the latest price list and any updates to the standard details.
2. The Consultant shall attend all other meetings only as directed by the Chief of Design or the Chief of Construction in writing.
3. The Consultant shall submit minutes of all meetings with other agencies (DOT), DEP, etc.) within ten days of the meeting. Minutes shall include general discussion items as well as decisions and unresolved issues.

N. Visits to the Site

The Consultant shall be required to make a minimum of four (4) visits to the site during design noting all conditions and implications of same pertaining to the completion of construction documents. He/she shall promptly bring to the attention of the Commissioner inadequacy or uncertainty of facilities or utilities, or other impediments, which would prevent orderly and expeditious completion of the Project, and are reasonably discoverable by him/her and certify the same according to the following schedule:

1. **Prior to submission of project proposal.**
2. During Preliminary Construction Documents Phase.
3. Prior to Submission of Final Construction Documents.
4. Prior to Bid.

The Consultant shall submit to the Commissioner field notes, taken at each site visit in accordance with the above-mentioned schedule within 10 days of the site visit. The Consultant will require all sub-consultants hired for this project to submit field notes as part of each submission. No submission shall be deemed complete unless it is accompanied by the required field notes.

O. Approvals

The Consultant shall be responsible for the initiation of all actions and applications, including all follow up meetings, required to resolve all questions and concerns necessary to obtain any and all required approvals. All required submissions shall be made formally, in writing, with a copy of the letter of transmittal being sent to the Commissioner. The Documents shall be processed and coordinated for review and approval by all effected public and private agencies, as required for the successful completion of the project. All approvals or actions required to receive the necessary approvals shall be completed at the submission of Preliminary Construction Documents. Preliminary Documents shall not be accepted by the Commissioner until the Consultant has received the necessary approvals or can furnish evidence that the necessary applications have been submitted to the appropriate Agencies.

P. Cost Revisions to Project

The Consultant will be required to submit a letter of explanation with all of the necessary back-up material for any project revision due to excess cost clearly stating how the cost was reduced.

Q. Electrical Code Requirements

All Electrical designs shall conform to the requirements of the New York City Electrical Code. The National Electrical Code does not apply in New York City.

R. Design Calculations

For Preliminary and Final Construction Document submissions, the Consultant will be required to submit calculations in order to complete HVAC, plumbing, electrical, drainage design, and major grading/cut and fill. Any submission not including the above calculations shall be considered incomplete.

S. Proposed Equipment

If the design calls for the purchase of a specific piece of equipment, the Consultant will be required to provide catalog cuts, M.E.A. numbers, vendor names and phone numbers for verification.

T. Builder's Pavement Plan

If required for the completion of the project, the Consultant shall submit to the Department of Transportation a Builder's Pavement Plan. All plan designs shall conform to the specifications required by the Department of Transportation-Builder's Pavement Section. When the plans are submitted to DOT for review and approval, a copy of the letter of transmittal shall be sent to the Commissioner.

U. Building Department Submission

The Consultant shall submit one copy of the microfilm Building Department Submission to the Department of Parks and Recreation.

V. Barrier Free Access

The Consultant shall conform to the requirements of the Americans with Disabilities Act (ADA). As well as the standards of design as stipulated in Local Law 58, The Department of Buildings and the Mayors Office for People with Disabilities.

W. Building Code

The Consultant shall conform to the requirements of the New York City Building Code.

X. Services During Construction

1. Shop Drawings and Certificates

The Consultant shall interpret contract documents and make recommendations in writing according to the following procedures. These procedures shall be made expeditiously so as to avoid delays to the construction process:

The Contractors shall submit to the Consultant, one sepia and five sets of blueprints; six sets of catalog cuts, and, in the case of material samples, two. (The Contractor shall forward a copy of his transmittal letter to Parks and Recreation Construction Division Shop Drawing Unit.)

For shop drawings that are "APPROVED" or "APPROVED AS NOTED", the Consultant shall stamp the sepia (and mark-up if applicable) and return the sepia to the Contractor with a letter stating or explaining his disposition. Consultant shall use his own company letterhead in making a direct reply to the Contractor and the letter shall be copied to the following:

- * Borough Director
Shop Drawing Unit (no copy)
FMFO/SD w/copy of drawing
Map File w/copy of drawing
- * Supervising Consultant
- * If there is a supervising Consultant, send copies of drawings to him/her, if supervised by Parks and Recreation, send copies to Borough Director.

The first 4 above can be sent together to the attention of the Construction Division Shop Drawing Unit. NOTE: This procedure allows the designer the option of marking-up enough blueprints to accompany the above distribution list or to copy the marked sepia to meet the same objective.

When a submission is "DISAPPROVED" or "REVISE AND RESUBMIT", the Consultant shall send a letter directly to the Contractor stating so. The sepia is to be marked accordingly and returned to the Contractor. (The

Consultant will probably wish to retain a copy for himself/herself. The balance of blueprints can be thrown away). The disapproval/ resubmit letter shall copy the following (with no attachments, except as noted):

Borough Director (use name)
Shop Drawing Unit (use name)
FMFO/SD - with copy of submission
Supervising Consultant - where applicable (use name)

The first three (3) above can be sent together to the attention of the Construction Division Shop Drawing Unit.

When a SAMPLE is approved, Consultant shall arrange for delivery of one sample to the field supervisor; the contractor may pick up his own sample but may not make delivery to the field.

NOTE: Contractors have been known to underbid projects and supply alleged "as equal" material which actually is inferior material to that which was specified. Therefore, if a contractor wishes to substitute a specified item, it must be submitted to the Consultant for review under the procedures outlined herein and the material may be approved "with no change in contract price."

Subsequent to the contractors being ordered to start construction work, the Consultant shall submit bi-weekly to the Commissioner a complete listing of shop drawings for each construction contract.

The Consultant shall submit to the Commissioner every two weeks after the date that Contractor's shop drawing schedules have been submitted and approved, a complete listing of shop drawings for each contract indicating progress to date. The information submitted shall consist of names of the sub-contractors, names of shop drawings, shop drawing date due in accordance with approved shop drawing schedules submitted by Contractors, date issued, date received, date checked, date returned for corrections, date resubmitted by Contractor, date finally approved by the Consultant and any additional information that may be necessary to clearly indicate to the Commissioner the progressing of shop drawings for each contract of the project. In addition to checking shop drawings, the Consultant shall also check any required drawings of sheeting, bracing and underpinning.

The Consultant shall submit bi-weekly to the Commissioner, a complete listing of all samples submitted to him/her for approval. The listed information shall include the name of the subcontractors, the date submitted, date approved or disapproved and any other information that will provide the Commissioner with the action taken with respect to samples submitted.

The Commissioner reserves the right to select samples for testing for approval of any or all materials required for construction of the Project.

2. When requested by the Commissioner, the Consultant shall interpret construction documents in writing. He shall prepare all supplementary drawings necessary for the enlargement and clarification of the documents prepared by him/her.
3. The Consultant shall make site visits during construction as requested in writing by the Chief of Construction.
4. The Consultant shall at all times be available for all required interpretations of the plans and specifications and he/she shall promptly advise the Commissioner of inadequacies of, or conflicts between, drawings, specifications or both.
5. The Commissioner shall issue all change orders to construction contractors. The Commissioner at his discretion, may consult with the Consultant, prior to the issuance of such change orders.

Y. Reports and Investigations

1. When directed by work order letter, the consultant shall provide to the Agency, a minimum of five (5) copies of any reports or investigations with original photographs and the negatives.
2. All reports and investigations shall be stamped and signed with a New York State Professional Engineers stamp.

Z. Requirements for the Preparation of Construction Drawings and Specifications

Z.1.0 SCOPE

- 1.1 This Specification is intended to provide minimum drafting methods for the preparation of construction drawings of archival quality as well as for microfilming and reduction.
- 1.2 This specification recognizes the need for easily legible reduction and reproduction by both conventional methods and microfilm. It is understood and acceptable that the quality of the original document is a vital part of the end product quality. Lines and characters must be black opaque and characters must be large enough for acceptable reproduction. Failure to recognize these basic drafting fundamentals can result in unacceptable micro images and reductions.
- 1.3 Where specified drawings shall be prepared in accordance with American National Standards Institute (ANSI) specifications. All required ANSI standards shall be the latest revision at date of contract.
- 1.4 It shall be the responsibility of the preparer of the drawings and related documents to ensure adherence to these requirements. The preparer shall bear full responsibility for proper execution of this specification.

Z.2.0 DRAWING REQUIREMENTS

- 2.1 **DRAWING SHEET SIZE:** Drawing sheet size shall be 30"x42". There shall be a one inch (1") border on the left, a one-half inch (½") border on the top and bottom and one-half inch (½") border on the right. Each sheet will be in one piece. Sheets that are taped together to conform with the drawing sheet size will not be accepted. On rare occasions a drawing (i.e., topographical survey or boring) obtained from Parks and Recreation will not conform. Such sheets shall be submitted as is.
- 2.2 **ABBREVIATIONS:** Shall comply with American National Standard, ANSI Y1.1, Abbreviations.
- 2.3 **LINE CONVENTIONS AND LETTERING:** Line conventions and lettering shall be in accordance with ANSI Y.14.2 except as follows:
 - A. Minimum character height of ANSI Y.14.2, of 5/32" for the body of the drawing may be reduced to 1/8" minimum.
 - B. There shall be a 1/8" minimum space between lines and a 1/16" minimum space between characters.
 - C. Typewritten characters: 10 pitch (10 characters per inch) minimum, upper case, opaque dense black, are acceptable.
 - D. Documents classified as cartographic, by mutual agreement between the Agency and the Contractor, need not meet ANSI Y14.2. Cartographic documents shall meet accepted industry standards for cartography.
- 2.3.1 **LINE WORK:** For polyester (Mylar, Estar, etc.) sheet drafting, all LINE WORK shall be in opaque black ink or plastic film pencil.
 - A. **ACCEPTABLE INK BRANDS (Or Equal):**
Gunther Wagner, Pelikan "T", "TN"
A.W. Faber-Castell Higgins, Black Magic
Waterproof, India Ink
Rapid-O-Ink #3072
Koh-I-Nor Rapidraw 33084
Staedtler Mars 747T
 - B. **ACCEPTABLE PENCIL BRANDS (Or Equal):**
Ruwe #205
Berol Turquoise Filmograph
A.W. Faber-Castell Dri Line #1915

Staedtler Mars Dynagraph
Eberhard Faber Microlar
Koh-I-Lar #1500M
Dixon-Crucible FTR, FTR Matte

- 2.3.2 HALF-TONE/DOT PATTERNS: Half-tone or dot patterns are prohibited. (Exception: On the Removals plan, existing conditions may be screened).
- 2.3.3 Drawing on both sides of a sheet is prohibited.
- 2.3.4 COLOR CODE: The use of color code designation is prohibited.
- 2.4 MICROFILM ALIGNMENT: Arrowheads to facilitate microfilm alignment shall be located in the margin on all four sides of each sheet, midway between the edges. (Reference: See ANSI Y14.1, 1980, Figures 1 & 2.)
- 2.5 RUBBER STAMPS: The use of rubber stamps is prohibited. Stanpat decals or equal should be used instead of rubber stamps. (Exception: Consultant seal should be rubber stamp). NOTE: If adhesive backed information decals, lettering, symbols, dot pattern screens and or transfer/rub on lettering (typically Stanpat, Kroy and Zipatone) are used, the final submission shall be camera-photo wash-off mylar per section Z.3.1.
- 2.6 DRAWING IDENTIFICATION: All sheets shall be properly identified with the contract number (i.e. M-10-187), date, scale, sheet number, total number of sheets, drawing title, etc. At present, park standard details that do not have a title block need only the contract number, sheet number and total number of sheets in the contract. All sheets within a contract shall be consecutively numbered with the title sheet being number-one.
- 2.7 All Consultant generated drawings shall have the Consultant's seal and signature.
- 2.8 SCALE: A graphic scale shall be placed on all drawings (Exception: Title Sheet). Ideally the scale shall be located at the bottom of the drawing, just left of the title block. The scale shall be kept simple, with the LINE WORK and lettering of sufficient weight and size to make the scale clearly legible when the drawing is reduced. Drawings with several details, sections, elevations, etc. on one sheet shall have a graphic scale for each, when drawn to different scales. Drawings, or portions thereof, that are "NOT TO SCALE" shall be clearly labeled as such.
- 2.9 CADD: Drawings printed on a CADD system shall conform to all aspects of this specification. If the printing process uses powdered toners or developers as in laser, electrostatic or other methods the resulting documents will not be accepted. Acceptable plotting methods are those using ink. Should a method of printing other than ink be used the final drawing submission shall be right reading camera-photo wash-off Mylar (See Section U.3.0.)
- 2.10 Revised and supplementary drawings shall conform to all of the above and shall be appropriately identified.
- 2.11 Reference drawings and sketches included in specifications shall be limited to 8-1/2x11" paper. The name and address of the Agency or Firm preparing such documents shall appear on each page.
- Z.3.0 **FINAL DRAWINGS**
- 3.1 Final drawings shall be ink, plastic film pencil on minimum 4 mil mylar or right reading or camera-photo wash-off mylar (Dupont-Crovex or equal) on minimum 4 mil mylar. The resultant camera negative may be retained by the Contractor or discarded.
- 3.2 With prior approval of the Agency, excellent quality original ink drawings may be reproduced, by contact direct positive wash-off process, thereby eliminating the camera negative.
- 3.3 The use of electrostatic and diazo sepia reproduction processes (i.e. sepia vellum & sepia polyester and xerographic type) to produce original equivalent drawings, including topographic surveys, borings and builders pavement plans is prohibited. (Exception: Parks Standard-Details shall be diazo mylar). In general, if the printing process uses powdered toners and/or developers the resulting drawings will not be accepted.

- 3.4 The use of reversed/mirror image camera-photo wash-off mylar is prohibited.

Z.4.0 TOPOGRAPHIC SURVEY

- 4.1 The original topographic survey shall be included in the contract drawings. The use of electrostatic and diazo sepia reproductions (i.e. sepia vellum, sepia polyester and xerographic type) is prohibited. Where required, a duplicate of the survey, prepared to Parks & Recreation drawing specifications shall be submitted.
- 4.2 Topographic Surveys shall be listed on the title sheet and shall be consecutively numbered within the set of final contract drawings.
- 4.3 Topographic surveys shall be prepared in conformance with Parks & Recreation specifications as presented in Section AA of this article.

Z.5.0 BORINGS

- 5.1 The original Boring Location Plan shall be included in the set of final contract drawings. The use of electrostatic and diazo sepia reproductions is prohibited. Where required, a duplicate of the boring prepared to Parks & Recreation drawing specifications shall be submitted.
- 5.2 The Boring Plan and Log shall be listed on the Title Sheet and shall be a consecutively numbered item within the set of final contract drawings.
- 5.3 The Boring Location Plan and Log shall be prepared in conformance with the Parks & Recreation Boring Specification as presented in Section BB of this article.

Z.6.0 BUILDING PAVEMENT PLAN

- 6.1 The Builders Pavement Plan shall be prepared in accordance with New York City Department of Transportation specifications.
- 6.4 A copy of each sheet of the approved Builders Pavement Plan shall be included in the final contract drawings. These copies shall be reproduced using the camera-photo wash-off mylar process. The use of electrostatic or diazo reproduction processes to produce original equivalent drawings is prohibited.
- 6.3 The Builders Pavement Plan shall be listed on the Title Sheet and shall be consecutively numbered. Each sheet shall be properly identified with the Parks & Recreation contract number and drawing sheet number.

Z.7.0 SPECIFICATION REQUIREMENTS

- 7.1 **PREPARATION:** The Consultant shall use the DPR standard reference book to prepare the contract specifications. After final approval, in preparation for the Commissioner's acceptance, the Consultant shall come to the Olmsted Center Specification Section and compile their final specification book from the very latest version of the standard specifications and articles (available in the Specification Section).
- 7.2 **PAPER:** All pages shall be white, 20 lb. bond
- 7.3 **IMPRINT (INK):** Opaque Black
- 7.4 **PRINT METHOD:** Computer/Word Processor generated pages shall be printed in a letter quality setting. The use of a draft setting is prohibited. Only custom specifications are to be typed by the Consultant into their computer/word processor, standard specifications shall be prepared as described in 7.1 above.
- 7.5 **FORMAT:**
- A. Manuscript pages shall be 8-1/2" x 11"
 - B. Reference drawings and sketches included in the specification shall be limited to 8-1/2"x11".
 - C. All pages shall be printed on one side only.
 - D. Lines shall be single spaced within paragraphs.
 - E. The right margin may be justified or unjustified.

- F. Left, right and top margins shall be 1". The bottom margin shall be sufficient to allow page numbers.
- G. Page numbers shall be centered.
- H. END OF PAGE: Partial pages shall be designated "END OF PAGE" in capital letters as show below. This shall be centered immediately below the last line of the last paragraph of each partial page.

7.6 FONT: 12 Point, Times New Roman.

AA. Topographic Survey Drawing Requirements

After receiving the order to work and before commencing any field work, it shall be the Surveyor's responsibility to obtain all information in the Map Files at the Olmsted Center pertaining to the site (old topographic & property line maps, sewer, water, electric, landscape contract plans, etc.). Contact shall be made at this time with various utility companies and other City agencies requesting all information in the surrounding streets.

1. **Drawings shall comply with the Requirements for the Preparation of Construction Drawings and Specifications, Part II, Article 3, Section Z.**
2. **The title shall be in the form approved by the Department of Parks Recreation. The title block shall be offset eight (8) inches to the left of the lower right corner of the drawing. Title to contain the survey number, the name of the project, the location of the site and borough, scale, and the date of completion of filed survey. The signature and seal of Surveyor on record must also be included.**
3. **Survey shall be drawn to a scale of 1" =20' unless otherwise directed.**
4. **Total square foot area of site is to be indicated.**
5. **Points of the compass shall be indicated. Use letters "N" for North. Where practical, north point should be toward top of drawings.**
6. **Give block, lot and house numbers of property. Lot numbers to be shown on each individual parcel. Block numbers to be prominently located within site boundaries.**
7. **All dimensions and elevations shall be in feet, tenths and hundredths of a foot. Elevations of hard surfaces (pavement, walls, curbs, etc.) shall be to the nearest hundredth of a foot Elevations on earth, grass etc. shall be to the nearest tenth of a foot.**
8. **Give dimensions and angles of street and record lines. Curved street and record lines shall have the tangent and chord angles indicated. All angles shall be given so that the record lines will close. For sites in locations where there are no street, curbs, sidewalks, adjacent buildings, monuments or other physical means of easily recognizing the location, substantial corner stakes are to be driven and left for future use by the department for locating the site. Where practical, these corner stakes are to be referenced to nearby physical features such as manholes, catch basins, curbs, etc.**
9. **Street and Avenue lines shall be indicated, giving widths and present names. If they have been renamed, give the old name in parenthesis**
 - A. Where streets are to be closed a note to that effect shall be placed within the streets. Where such a street is within the site, an overall dimension shall be given, including the street.
 - B. Show any proposed changes in street or sidewalk widths. Present curb lines shall be indicated with distance from street lines.
 - C. Indicate radius of curbs at street intersections.
 - D. Partly paved sidewalks shall be indicated, widths given and located in relation to street line. Elevation of such paved area to be given.
 - E. Give the material and condition (good, fair, or poor) of streets, sidewalks and curbs.

- F. Indicate materials and condition of areas within site.
 - G. Show the date of when title was vested.
 - H. For projects where Builders Pavement Permits are required the survey shall include such information as may be required by the NYC Department of Transportation.
10. Where changes or additions are required after survey has been completed, they shall be made by the surveyor. On the margin near the title, the survey shall be marked "Revised" with date and initials of the Surveyor, and nature of revisions indicated. Original information shall not be erased but shall be crossed out and the new information added adjacent to the old.
11. The Survey shall indicate the tidal and freshwater wet-lands boundaries in accordance with the rules and regulations of the N.Y. State Environmental Conservation Law.

ELEVATIONS

12. All elevations on site shall be given with reference to Borough Datum. Borough Datum shall be noted with reference to U.S. Coast and Geodetic Datum which will not be disturbed by any future construction and give its elevation with relation to the Borough Datum.
- A. Indicate the actual and theoretical (legal) elevations of curb lines at intersections, whether curbed or not at points where the curb lines are intersected, by 90 degree prolongation of street lines, property lines and/or curve chords. Include the ends of streets to be closed. All these points shall be located by dimension. Check closing of streets as to its effect on the established theoretical elevations at these streets.
 - B. Any proposed change in adopted theoretical grades shall be noted.
 - C. Grade changes shall be prominently noted and located and an actual elevation is to be given at that point, in addition to theoretical elevations. Such point to be marked "Grade Change".
 - D. For sites occupying only part of the block, show existing grades of yards and retaining walls, (top and bottom) on the abutting property, for a distance of 10 feet from the lot line and 50 feet from the property line, along the street obtaining elevations at the property line, the top and bottom of street curb and the center line of the street.
If the site or adjoining property is vacant, it shall be so indicated.
13. Furnish such surface elevations as are essential to the preparation of estimates for excavating and grading and filling. Elevations shall be provided at a minimum 25 feet grid with sufficient additional elevations to reflect grade changes. Where there are marked depressions, old cellars, wells, vaults, privy vaults, cesspools, cisterns, embankments, hillocks, outcropping rock, etc., boundaries of these should be indicated by lines and such additional elevations as are necessary to give a clear indication of the actual site conditions shall be furnished. Contours of one foot intervals shall also be shown.

Actual elevations shall be given at 25 feet intervals along curbs at both sides of the roadway, street lines and center line of street. Elevations shall extend 50 feet beyond the property line on both sides of the street, centerline and street lines. This shall apply whether curbs are built or proposed and streets are paved or unpaved.

SOUNDINGS

14. All ponds, lakes and streams shall be located. Soundings shall be taken at 25 feet cross section points and any additional soundings to give a clear indication of the bottom of the stream or body of water. Contours of one foot interval shall also be shown.

ENCROACHMENTS, PROJECTIONS AND ENCUMBRANCES

15. Locate by scale: lamp posts, fire hydrants, poles for electric and telephone lines, elevated road pillars, sidewalks, sub-structures, sewer catch basins, depressed curbs, traffic signals and signs, etc.

- 15A. Locate by scale, trees 6 inches in caliper or over which exist along the streets and on site. Give caliper, type and condition and an elevation at the base. Tree caliper should be measured 4 feet above ground.
- 16. Indicate kind of buildings, on site and locate them by scale outlines with elevations of the lowest floor, cellar, vaults, and sill elevation at all entrances. Areaways, retaining and fence walls, fences, cesspools, underground tanks, etc., within the site, shall be indicated by scale and dimension. Note condition.
- 17. Furnish available information on buildings, which formerly occupied the site. Buildings shall be shown by scale with an elevation of the lowest floor. Date and source of data shall also be noted.
- 18. Information about existing buildings on adjoining property which are clear of the record lines shall generally be the same as required for buildings on site.
- 18A. Show all encroachment along the lines, such as buildings, retaining or fence walls, fence, etc. and indicate accurately the amount of encroachment by dimension at various points. Where walls, etc. are right with the lines, they shall be indicated as "Corr". Indicate by dimensions whether foundations of adjoining buildings, etc. on or close to the lot lines encroach on the park property. Material and conditions relating to lot line walls must be given. Indicate whether wall is independent, party wall, etc. Note condition.
- 18B. On sites where adjoining buildings are on or close to our lot line, the following information must be given to a distance of ten feet from said lot lines: Location of the building by dimension. Elevations of main and extension roofs, parapets, chimneys, exhaust vents, intakes, etc. Indicate whether walls are plumb and the amount of overhang on park property.

SEWERS IN STREET AND ON SITE

- 19. Indicate source and date of utilities and subsurface information when it is obtained from other than field survey. Utility information shall be given for the full width of the street. Sewer lines shall be indicated by size, materials and location from street lines. Indicate manholes and catch basins with rim and invert elevation of each given. Extend information whether manholes are offset from centerline, of sewers and directions of branch pipes in manholes. Indicate whether sewers are sanitary, storm water or combines, if private, so state.

Where there are no sewers in streets and sewers are proposed, show the same information as above, giving due consideration to the difference between the highway and sewer department data for invert and rim elevations.

- 20A. All subsurface utility information is to be obtained and shown on the plan. These utilities are to be located by scale from street line, size and number. Manholes and vaults of such utilities are to be indicated. The utilities include gas, water, electric, telephone, telegraph and steam mains. Indicate any information regarding other substructures.

Indicate which if any utilities are not in the street.

Dead Ends of all utilities shall be located by dimensions from street lines and marked "Dead End", capped or plugged.

- 20B. Water Mains shall be indicated. Give size and locations by dimensions from street lines. If water lines are privately owned, give name of owner. If high pressure, so state.
- 21. Where applicable, the following note shall be shown on the survey signed by the surveyor "This is to certify that there are no streams or natural water courses in the property as shown on this survey."
- 22. Whenever subway lines are on or near site boundaries, the following information must be obtained and indicated on the survey drawing.
 - a. Location by dimension of subway wall nearest to street lines.
 - b. Location by dimension of subway shafts and appurtenances and entrance and exit stairways and escape hatches.

- c. Elevation of Base of rail and top and bottom of concrete enclosure.
- 23. Furnish available information regarding old streams, ponds and low areas that have been filled in regarding subsurface conditions that might require an unusual type of foundation or waterproofing.
- 24. Upon completion of the survey, three (3) prints shall be submitted for approval. Along with this, a copy of the specification should be submitted and marked to indicate the applicable data on the survey. Where any requirements have not been met, the surveyor shall state the reasons for not doing so in his transmittal.
- 25. FINAL SUBMISSION.

Consultant shall deliver two (2) sets of the topographic survey prepared per this specification.

- A. One (1) Original ink on Polyester film (i.e. Mylar).
- B. One (1) Duplicate set prepared either as ink on mylar or right reading camera-photo wash-off mylar.

SURVEYOR SEAL & SIGNATURE - Original seal & signature must appear on both original ink polyester and the camera-photo wash-off mylar.

BB. Boring Requirements

- 1.0 The Contractor shall furnish all labor, materials, and equipment required to perform all of the boring work as shown on the boring plan or specified hereinafter, which, without restricting the generality of the foregoing, shall include the making of test borings, the obtaining and analyzing of core and spoon samples, the detailing of the depth of rock, if encountered, and the character of the soil, rock, construction and/or other materials of every kind and character, the inspection, logging and recording of all data by a Professional Engineer or his Representative and the submission of samples and data to the Engineer. The work shall be done in a thorough and workmanlike manner in accordance with the regulations of the Civil Authorities having jurisdiction there over and subchapter 11 of the New York City Administrative Building Code.

With reference to technical aspects of the specified work, the Engineer will be the Department of Parks representative and will have sole authorization to make changes in specified procedures and work quantities. As the purpose of these borings is to furnish the Park Department with reliable information regarding the character and elevations of the several soil formations underlying the site of the work, the Contractor shall give the Engineer every facility for obtaining his own records and determining every detail of the work as it progresses

Information on accessibility of Boring locations, nature of terrain, availability and terms for obtaining water and all other conditions affecting the work must be obtained by the Contractor. Where Contractor's vehicle does not have sufficient overhead clearance at chain link fence gate entrances, the Contractor shall remove head rail and mesh to gain access. After completion of work at site, the Contractor shall restore fence with proper hardware. Upon completion and acceptance of the work in each area, the Contractor shall immediately backfill holes, compact area and restore pavements, in earth with earth, in pavement plug upper part with similar Paving Material except when specifically instructed to leave a boring open for ground water observation or other purpose. He shall remove or destroy any equipment, tools or supplies, which might create any hazard not previously existing. Each work area will be cleaned and left in satisfactory condition. Drill holes shall be located as shown on the plans. If for any reason drill holes have to be offset, new locations shall be indicated on the plan. The Engineer's approval must be secured for new locations of drill holes, which are more than five (5) feet from the original designated locations. The Contractor shall take additional borings only when directed by the Engineer.

- 2.0 DEPTH OF BORINGS: The Borings shall be extended deep enough into nominally satisfactory bearing material to establish its character and thickness in accordance with the requirements of the New York City Administrative Building Code and to the satisfaction of the Engineer. The Minimum Depth of Borings shall be as noted on the Boring plan except where rock is encountered within the depths noted. The Borings shall be cored a minimum of 5 feet into rock.

- 3.0 **SOIL BORINGS:** Borings shall be made with approved apparatus either by driving steel pipe casings of various sizes with a 300 lb. hammer falling 18 inches or drilling with a hollow stem auger in order to maintain an open hole without loss of ground and recovering bottle samples. The use of water jet to advance the casing will not be permitted except when approved by the Engineer.

After the casing is driven to the desired depth, soil shall be carefully cleaned out to the bottom of the casing by washing, jetting or other approved methods. Dirty water, which would affect the accuracy of the samples must not be re-circulated during the boring operation. Borings shall penetrate all materials encountered in the driving of the casing, the Contractor shall clear or remove the obstruction by jetting, chopping, spudding, drilling, or other suitable means. No extra payment will be made for clearing or removing obstructions.

Soil samples shall be recovered with a two (2") inch outside diameter split spoon sampler having an inside diameter of 1 3/8 inch, constant internal cross section and a length not less than 24 inches. The rods to which the sampler is attached shall be one-inch extra heavy pipe of 1 5/8 inch outside diameter drill rods. The sampler shoes shall be kept reasonable sharp at all times. Use of dull, bent or otherwise damaged sampler shoes will not be permitted. The spoon shall be driven into the soil by means of a 140-pound weight having a free fall of thirty inches. The number of blows required to drive the sampler for each 6 inches to the total penetration of 24 inches, shall be recorded.

Split spoon samples shall be taken with either a steel pipe casing or a hollow stem auger where shown on the boring plan or as directed by the Engineer. Split spoon samples shall be taken at intervals not to exceed five feet and also at every change in soil stratification as established from sampling, observation of the wash material and driving resistance during the progress of the boring exploration. Before recovering the samples, the hole shall be cleaned to the bottom of the casing and any disturbed soil shall be removed. Immediately upon removal from the hole, a representative section of the sample recovered shall be removed and sealed in a moisture proof jar.

Jars shall be eight (8) ounce large mouth screw top glass jars or bottles having a diameter of approximately two (2) inches. The jars and boxes shall be provided at the expense of the Contractor. Each sample container shall be clearly labeled to show the sample number, boring hole number and the depth below the surface from which the sample was recovered.

The Contractor shall deliver the soil samples from each site to the Engineer in a separate wooden box. The boxes shall become the property of the Department of Parks.

- 3.0 **ROCK CORINGS:** Where borings are required to penetrate rock, they shall be advanced by core drilling, and core samples shall be recovered using a double tube core barrel and diamond bits that provide cores (size BX) at least 1 3/8 inch diameter. The drillings shall be advanced in increments of 5 feet until a core recovery satisfactory to the Engineer is recovered. Soft or decomposed rock shall be sampled with a driven sampler wherever possible.

Should it be impracticable at any depth of rock to obtain a core, or should seams of soft, disintegrated or highly fractured rocks be encountered, particular care shall be taken to obtain samples of the material and the correct measurements of the depth for which no core is obtainable.

Every attempt shall be made to recover as high a percentage of a core as possible.

The Contractor shall regulate the speed of the drill and remove the core as frequently as directed in order to maintain a maximum percentage of recovery, special care being taken where the character of rock being penetrated is uncertain.

The Contractor shall furnish appliances that will provide a satisfactory amount of core recovery.

The entire length of the cores covered shall be stored in substantial wooden boxes divided to hold the cores in place. The alignment of the core from top to bottom shall be indicated and any unsuccessful attempts to recover core samples shall be noted.

The boxes for the handling and storage of rock cores shall be made of pine in an approved manner, 60 inches long by 11-1/2 inches wide and 4-1/2 inches deep, constructed of one inch dressed lumber and partitioned.

The boxes shall be equipped with hinged covers and approved locks, catches and 1/4" ropes handles. The boxes shall form compact permanent cases for protecting the cores. One end and one side of each box shall be labeled with an oil base paint to clearly designate the "Job," the "Boring" and any other necessary data ordered by the Engineering.

All rock cores shall be carefully handled so that they shall not be lost, destroyed or injured.

Each core shall be clearly labeled or marked to indicate the number of the boring hole, the elevation from which the core was recovered, the drill-run number and the depth of the drill run. The core-boring log shall state the percentage of a core recovered as compared with the actual depth of drilling required to obtain the same. The Contractor shall deliver the rock borings to the Engineer in the wooden boxes. The boxes shall become the property of the Department of Parks.

5.0 GROUND WATER OBSERVATION: Ground water elevation shall be observed at sufficiently frequent intervals to determine both the time required to reach equilibrium and subsequent fluctuations, taking precautions to insure that the observed ground water elevation is not influenced by obstructions due to the casing or soil tube, or the water used in drilling, or by surface water, or by other surface circumstances.

If the hole is completed in a one-day period or fraction thereof, observations shall be required after the first ten feet of casing are withdrawn and after all casing has been withdrawn.

The Contractor may be required to bail out the hole prior to the removal of casing if soil conditions so indicate as determined by the field inspector. In impermeable clay soils, depth to saturated soil may be used as the depth to water. The driller shall record for all holes: depth of water, date and time of reading and depth of casing at time of observation.

6.0 RECORDS: The following records shall be kept by the contractor:

- a. Date work was done.
- b. Engineer, Contractor, Inspector and names of foreman and crew making the borings.
- c. Location and Total depth of each boring.
- d. Elevation of the ground surface at each boring and elevations at which samples were taken referred to U.S.C. & G.S. Datum as noted on the boring plan.
- e. Elevations of boundaries of soil strata.
- f. Size and description of the casing; a description of the sampler, a description of the drill tools and equipment including, where used, the size of diamond bits and type of core barrels.
- g. The weight and drop of the hammer on both the steel pipe casing and the sampler.
- h. The number of blows on the steel pipe casing per foot of penetration (to a depth the casing is used).
- I. The number of blows required to penetrate the sampler for each 6 inch increment of penetration, for each sample.
- j. Elevation of ground water together with any variations in this level noted during the progress of the boring work and a description of how and when the ground water level was observed.
- k. Description of soil strata encountered.
- l. Elevation at which core drilling was started and stopped for each "run."
- m. Percent recovery for each "run" of core drilling.
- n. Any particular, unusual or special conditions which may be helpful in identifying the sample and in recording the character of the sub-surface conditions, such as loss of wash water, boulders, cavities, obstructions, description of miscellaneous fill when encountered, and use of special type of samplers, traps, etc.
- o. All abandoned or unsuccessful attempts at borings and rock drilling shall be reported.
- p. Soil and Rock shall be described in accordance with the following classifications.
 1. Kind: Topsoil, fill, loam, mud, clay, sand, gravel, etc.
 2. Color: Light, dark, blue, red, etc.
 3. Moisture: Dry, moist, wet, very wet, etc.
 4. Consistency: Soft, loose, medium, compact, stiff, etc. Determination of running sand.
 5. Presence of boulders, hardpan, disintegrated rock. For rock state whether it is soft, medium or hard rock.
 6. In classifying strata, the names of materials shall be given in order to their prominence. Group symbols in accordance with table 11-1, Unified Soil Classification, (SP, ML), shall be given along with its corresponding Class of Material (1-65 through 11-65) as described in table 11-2, Allowable Soil Bearing Pressures of the New York City Building Code.
- q. The submitted boring logs shall include columns indicating depth in feet below grade, spoon blows per ½ foot, casing blows per foot, class of material and description, unified soil classification and symbols. **Typical boring log is shown on next page.**
- r. A location plan, prepared in sufficient detail, including known landmarks and dimension lines, to enable the Engineer to reestablish the locations at which the borings or test pits were made.
- s. The drawings shall be signed by a Licensed Professional Engineer certifying to the correctness of all information indicated thereon and that the borings were witnessed by him or his representative and comply with the provisions of The New York City Administration Building Code. In addition to the original mylars, the

Contractor shall, whenever required, submit two (2) signed and sealed prints. This will be requested whenever test borings are taken for a proposed building foundation.

- t. In addition, the Professional Engineer shall complete three (3) original signed copies of the **Building Department Statement of Responsibility forms TR-1 and TR-4** and submit to the Department of Parks and Recreation.

7.0 DRAWING REQUIREMENTS

Drawing Sheet Size: Drawing sheet size shall be 30" x 42". There shall be a one inch (1") border on the left, a one-half inch (½") border on the top and bottom and a one-half (½") inch border on the right. Each sheet will be in one piece. Sheets that are taped together to conform with the drawing sheet size will not be accepted.

Abbreviations: Shall comply with American National Standard, ANSI Y1.1, Abbreviations.

Line Conventions and Lettering: Line conventions and lettering shall be in accordance with ANSI Y.14.2 except as follows:

Minimum character height of ANSI Y.14.2, or 5/32" for the body of the drawing may be reduced to 1/8" minimum.

Typewritten characters 10 pitch (10 characters per inch) minimum, uppercase, opaque dense black, are acceptable.

LINE WORK: For polyester (Mylar, Estar, etc.) sheet drafting, all LINE WORK shall be in opaque black ink.

ACCEPTABLE INK BRANDS (Or Equal):

Gunther Wagner Pelikan "T," "TN"

A.W. Faber-Castell Higgins, Black Magic

Waterproof, India Ink

Rapid-O-Ink #3072

Koh-I-Nor Rapiddraw #3084

Staedtler Mars 747T

Drawing on both sides of a sheet is prohibited.

Half-Tone/Dot Patterns: Half-Tone or dot patterns are prohibited.

Color Code: The use of color code designation is prohibited.

Microfilm Alignment: Arrowheads to facilitate microfilm alignment shall be located in the margin, on all four sides of each sheet, midway between the edges. (Reference: See ANSI Y14.1, 1980, Figures 1 & 2).

Rubber Stamps: The use of rubber stamps is prohibited. Stanpat decals or equal should be used instead of rubber stamps. (Exception: Consultant seal should be rubber stamp).

NOTE: If adhesive backed information decals, lettering, symbols, dot pattern screens and/or transfer/rub on lettering (typically Stanpat, Kroy and Zipatone) are used, the final submission shall be camera-photo wash-off Mylar per the FINAL DRAWINGS Section.

Title Block: 9 1/4" inches left of lower right corner of the format.

Boring Legend Block: Dimensions shall be 9 1/4" wide by 29" high.

Drawing Identification: All sheets shall be properly identified with the contract number (i.e., M-10-187), date, scale, sheet number, total number of sheets, drawing title, etc.

All consultant-generated drawings shall have the consultant's seal and signature.

Revised and supplementary drawings shall conform to all of the above and shall be appropriately identified.

CADD: Drawings printed on a CADD system shall conform to all aspects of this specification. If the printing process uses powdered toners or developers as in laser, electrostatic or other methods the resulting documents will not be accepted. Acceptable plotting methods are those using ink. Should a method of printing other than ink be used, the final drawing submission shall be right reading camera-photo wash-off Mylars as per the FINAL DRAWINGS Section below.

FINAL DRAWINGS: Final drawings shall be ink or right reading camera-photo wash-off Mylar (Dupont-Crovex or equal) on minimum 4 mil Mylar. The resultant camera negative may be retained by the contractor or discarded.

With prior approval of the agency, excellent quality original ink drawings may be reproduced by the contact direct positive wash-off process thereby eliminating the camera negative.

The use of non-archival electrostatic, diazo print or diazo sepia reproduction processes (i.e., sepia vellum & sepia polyester and Xerox type) to produce original equivalent drawings is prohibited.

The use of reversed/mirror image camera-photo wash-off Mylar is prohibited.

- 8.0 **ABANDONED BORINGS:** The Contractor must assume the risk of encountering boulders or other obstacles and must either carry borings through or past such obstacles. If borings are abandoned, the Contractor shall put down additional borings adjacent to those abandoned. No payment will be made for holes abandoned before reaching the final depth

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required as ordered by the Engineer, unless he decides that the boring so abandoned is acceptable, and no substitute boring is made. The results of the abandoned borings shall be included in the record and drawings.

- 9.0 **DAMAGE TO PROPERTY:** The Contractor shall take every precaution against injuring paving, utilities, lawn areas, and other property, and shall promptly repair, at his own expense and to the satisfaction of the Engineer any such damage to such paving, utilities, lawn areas, and other property. Holes in paving shall be repaired with matching construction and disturbed lawn areas shall be re-seeded or re-sodded.
- 10.0 **PLANT:** All plant, equipment and methods shall be approved by the Engineer before the work is begun. However, approval of the equipment shall not be construed as including approval of the performance thereof. Additional equipment and methods shall be provided where ordered by the Engineer if required in order to perform the work satisfactorily in accordance with the specifications.

CC. ANSI - American National Standards Institute.

Copies of the American National Standards may be obtained as follows:

American National Standards Institute
1430 Broadway
New York, New York 10018
(212) 642-4900

American Society of Mechanical Engineers
345 East 47th Street
New York, New York 10018
(212) 705-7722

DD. NOTES.

1. Notwithstanding the requirements of the ANSI standards, illegible microfilm and reduced drawings are usually the fault of poor or illegible documents.

The major causes of illegibility are:
-irregular, broken or too thin LINE WORK.
-characters (numerals and letters) too small or crowded.
-dark background documents (blueprints of photostats).
-faded, aged paper or cloth.
-poorly maintained typewriter or computer printer.
-pencil drafting with hard (3H or harder) pencils.

2. **QUESTIONS.**

Address all questions regarding Sections Z, AA, BB, and CC to the Map File, Olmsted Center, 718-760-6798.

PART III - LEGAL REQUIREMENTS

ARTICLE 1 - General Provisions

A) Definitions:

1. The words "the Mayor" where used herein, are understood to mean the Mayor of the City of New York, his successors or duly authorized representatives.
2. The words "the Commissioner" where used herein, are understood to mean the Commissioner of Parks & Recreation, his successors or duly authorized representatives.
3. The word "project" where used herein, is understood to mean the specific sites authorized under this contract by work order letters from the Commissioner.
4. The words "consultant" and "contractor" where used, in Part III only, are understood to mean the consultant performing work under this contract.

B) The City hereby retains the Consultant to serve as the City's Consultant for the contract, to perform the services hereinafter described, on the terms and conditions specified herein and the Consultant hereby agrees so to serve.

C) The provisions of the Specific Requirements for this Project are defined in Article 3 of the Standard Requirements (Part II). If there is any conflict between the Specific Requirements and any other Article of this agreement, the Specific Requirements shall prevail.

D) This contract is subject to the Rules of the Procurement Policy Board of the City of New York dated August 1, 1990 and any subsequent editions. In the event of a conflict between said Rules and a provision of this contract, the Rules shall take precedence.

ARTICLE 2 - Personal Services of the Consultant

It is the intent of this contract to secure the personal services of the Consultant or a duly authorized and competent representative or representatives acceptable to the Commissioner. Failure of the Consultant for any reason to make the personal service of such a person available to the City to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of the contract.

Such personal services shall include having the Principal of the firm available to respond to any inquiries made by the Commissioner, concerning any portion of the project, within 48 hours after such an inquiry has been made. The Principal's response can be made by telephone, overnight mail, facsimile machine, or personal meeting but a response must be made within 48 hours.

ARTICLE 6 - Contract Changes

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

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 one or more of the following:

- Specification changes to account for design errors or omissions;
- Changes in contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original contract amount or \$100,000 shall be approved by the CCPO (for non-construction contracts) or the Director of Office of Construction (for construction and construction-related contracts);

- Extensions of a contract term for good and sufficient cause for a cumulative period not to exceed one year from the date of expiration of the current contract. Requirements contract shall be subject to this limitation;
- Changes in delivery location;
- Changes in shipment method; and
- Any other change not inconsistent with Section 5-02 of the PPB Rules (ed. 9/99)

The consultant may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the contract work is necessary delayed by a change order, the consultant will be entitled to an extension of time for performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

ARTICLE 7 - Payment For Services - Additional Compensation

A. Changes Not Involving Scope

1. At any time during the term of this contract, the Consultant shall revise and correct, without additional compensation therefor, any and all drawings, specifications, etc., until the same shall be accepted by the Commissioner and by all other agencies whose approval is required by law.
2. Should any substantial change, other than a change in project scope, make it necessary for the Consultant to change drawings or specifications after acceptance of the preliminary documents, the Commissioner shall direct such change in writing.
3. Should any substantial change, other than a change in project scope, make it necessary for the Consultant to change drawings or specifications after approval of the final documents, subject to prior concurrence by the Director of Management and Budget, such changes constitute extra work and shall be compensated for in accordance with Section C of this Article.

B. Changes Increasing Scope

1. The Consultant shall not make any changes in the scope of work as outlined herein at any time, without prior authorization in writing from the Commissioner, concurred in by the Director of Management and Budget, and without prior approval in writing by the Director of Management and Budget of the amount of compensation for such changes. Payment for such changes in scope of work, which may constitute extra work, shall be made to the Consultant in accordance with Section C of this Article.
2. If the Consultant is of the opinion that any work he has been directed to perform is beyond the scope of this contract and constitutes extra work, he shall notify the Commissioner in writing within ten (10) days of such direction. Subject to concurrence by the Director of Management and Budget, the Commissioner's determination as to whether or not such work constitutes extra work shall be final, conclusive and binding upon the Consultant.

C. Payment for Extra Work

The Consultant shall be paid additional compensation for work constituting extra work under this Article as follows:

The Commissioner and Consultant may agree upon a lump sum to be paid to the Consultant, subject to audit by the Department of Parks and Recreation and post audit by the Comptroller.

D. Allowable Additional Costs for Extra Work

Additional costs, allowed on a direct cost basis (with no additional provision for overhead or fee), in accordance with Article 2, Standard Requirements (Part II), may include:

- a) Travel costs, in excess of 50 vehicular miles per week, essential to the performance of the Project within the normal travel allowances of the City of New York for its own employees. This Agency shall not pay travel costs between work and home or from the office to the site. Mileage will be paid for travel from site to site or from site to Agencies.
- b) Reimbursement of per diem consultants other than those listed in Part I, Article 9. The rate paid such consultants shall be subject to the same limitations as provided above for principals. The need for the services of such

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consultants is subject to certification by the Commissioner stating (1) that the services of the consultant are essential for the effective and economic completion of the Project and (2) the basis on which the Commissioner has calculated the hourly rate of compensation for the services of the consultant.

- c) Printing of documents and reports when a large number of copies are required and where competitive bidding for printing work is not feasible. (Generally, competitive bidding will be required where the cost of report printing exceeds \$5,000.)
- d) Other unusual costs that are not included within the normal operation or practices of the Consultant.

E. Decrease in Scope

The Commissioner shall have the right to reduce the scope of the services of the Consultant hereunder, at any time and for any reason, upon written notice to the Consultant, specifying the nature and extent of such reduction. In such event, the Consultant shall be fully compensated for work already performed, including the payment of all necessary Contract Fee amounts due and payable hereunder prior to receipt of written notification of such reduction in scope and shall be compensated for the work remaining to be done, as determined by the Commissioner, and approved by the Director of Management and Budget. The work of revising documents as a result of reduction in scope of the Project shall be compensated for as a change therein as provided in this Article.

F. Cancellation of Contract

An additional alternative which may be invoked in connection with increases or decreases in scope of substantial nature is the cancellation of the contract at the time of the change, and a re-negotiation of a new contract and fee based on the revised scope, taking into account the payments made on the existing documents to make them compatible with the revised scope. The Commissioner shall determine whether an increase or decrease in scope is a substantial nature within the meaning of this paragraph, and his determination shall be final, conclusive and binding upon the Consultant.

G. Change Through Fault of Consultant

In the event, however, that any change is required in the plans, drawings, specification or other documents because of defect of design or un-workability of details, or because of any other fault or errors of the Consultant, no additional compensation shall be paid to the Consultant for making such changes.

ARTICLE 8 - Additional Provisions With Respect To Payments

1. This contract and all payments hereunder shall be subject to audit by the Department of Parks and Recreation and post audit by the Comptroller of the City in accordance with Section 93d 1.0 subdivision 4 of the Administrative Code of the City of New York.
2. All payments shall be paid by the City out of such monies as may be reserved by the Comptroller of the City for the purposes herein provided. The Commissioner and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to the Consultant.
3. Notwithstanding any other provision of the contract, it is expressly understood that should the cost of additional services exceed five percent (5%) of the Original Fee payable hereunder, the Consultant agrees not to seek and shall not be entitled to compensation for services in excess of five percent (5%) of the fee as stated above in the absence of prior written approval of the Director of Management and Budget of such change in this contract, notwithstanding instructions by the Commissioner and such instructions shall be deemed null and void.
4. Re-negotiation of Fee: The fee may be renegotiated for that portion allocable to cost of unfinished services, if the contracts for construction of this Project are not awarded by the Commissioner within one year after acceptance by the Commissioner of the completed contract documents. Such renegotiated fee shall be subject to the approval of the Director of Management and Budget.
5. Amendments, including change orders for expenditures of an amount not exceeding 10% or \$100,000 whichever is greater, to this contract shall not be effective unless approved by the Agency Chief Contracting Officer. Amendments and change orders for expenditures greater than 10% or \$100,000 require additional approvals.

ARTICLE 9 - Prompt Payment

The Prompt Payment provisions set forth in Section 5-07 of the PPB rules in effect at the time of the bid will be applicable to payments made under this Contract.

The Contractor shall submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

Determination of interest due will be made in accordance with the provisions of Section 5-07 of the PPB Rules and the New York State General Municipal Law Article 5-A, Section 106b.

If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).

The Contractor shall pay each Subcontractor (including a materials supplier) not later than seven (7) Days, after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or supplier under this Contract.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or suppliers for Work performed under this Contract in the same manner and within the same time period set forth above.

ARTICLE 10 - Audit and Examination of Accounts

The Consultant shall keep, and will cause each Sub-contract Professional and consultant engaged hereunder to keep accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract in relation to the engagement and payment of all Sub-contract Professionals and consultants, and in relation to any services performed for which additional compensation will be claimed. The aforementioned accounts shall be available, upon reasonable and authorized request, to the Commissioner and the Comptroller of the City of New York or their representatives for examination and audit. Said accounts shall be kept for a period of six years after termination of their contract.

ARTICLE 13 – Insurance

A. Agreement to Insure

The Consultant will insure, and will require each Sub-consultant to insure against the risks and to the extent stated below in sub-sections (1), (2), (3) and (4) as indicated, against the following risks to the extent stated:

The Sub-consultant(s) shall maintain a similar policy of insurance covering as insured the City of New York and each Sub-consultant.

1. **Comprehensive General Liability Insurance** - covering as insured the Consultant and the City of New York in the Project, with not less than the following limits of liability:

Bodily Injury or Death - \$1,000,000 combined single limit.

The Sub-consultant(s) shall maintain a similar policy of insurance covering as insured the City of New York and each Sub-consultant.

2. **Valuable Papers Insurance** insuring all plans, designs, drawings, specifications and documents produced or used under this contract by the Consultant or any Subcontract Design Professional(s), in a total amount not less than 35% of the Original Fee stipulated in Part I, Article 6.

The Consultant may furnish full coverage under one policy or may submit separate policies from his Subcontract Design Professional(s) for their proportionate shares of said coverage.

The benefits of all Valuable Papers Insurance shall be made to extend expressly to the City of New York.

3. **Workmen's Compensation Insurance** securing compensation for the benefit of the employees of the Consultant and the employees of each Sub-consultant(s), as required by the Workmen's Compensation Law.

4. **Professional Liability Insurance** covering as insured the Consultant with not less than the limit of liability set forth in **Article 3, Section B of the Standard Requirements (Part II)**.

The Sub-consultant(s) shall each maintain coverage in an amount not less than the limit of liability set forth in **Article 3, Section B of the Standard Requirements (Part II)**.

In the event the Consultant is a joint venture, such required insurance must be provided in the name of the joint venture and cover as insured the joint venture itself. Separate insurance policies covering each respective partner to the joint venture will not be accepted, unless each such policy is specifically endorsed to cover the activities of the joint venture. Respondents are advised that the cost of all required insurance must be included in the Fee Proposal.

The professional liability policies required herein shall include an endorsement covering the Consultant's indemnification obligations set forth in this Article.

B. Proof of Insurance

All required insurance shall be maintained with responsible insurance carriers qualified to do business in New York State and approved by the State Superintendent of Insurance. As soon as practicable, upon execution of this contract and before commencing any performance hereunder, the Consultant shall deposit, and shall cause each Sub-consultant to deposit, with the Commissioner, the original policies of insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Commissioner of the payment of premiums, and thereafter not less than 10 days before the expiration dates of the expiring policies.

C. Endorsements to Policies

The following endorsements shall be made part of the insurance policies described in this Article, section A, as specified below:

1. This policy shall not be canceled or terminated, or the coverage thereof reduced, until thirty (30) days after receipt of written notice thereof by certified mail addressed to the Commissioner.
2. Notice of accident shall be given to the Insurance Company within sixty (60) days after notice to the City of such accident, or notice of claim shall be given to the Insurance Company within sixty (60) days after such claim shall have been filed with the Comptroller of the City of New York. Notice to the Insurance Company by either party shall be deemed sufficient notice under the policy.
3. The presence of representatives of the City on the site of the work shall not invalidate this policy.
4. Violation of any of the terms of any other policy issued by the Company to the Consultant or any Sub-consultant shall not invalidate this policy.

D. Duration of Insurance

The insurance policies described in this Article shall be kept in force for the period specified below.

1. Comprehensive General Liability Insurance shall be kept in force until receipt of final payment by the Consultant.
2. Professional Liability Insurance shall be kept in force until at least one (1) year after final payment to the Consultant.
3. Workmen's Compensation Insurance: This contract shall be void and of no effect unless, in compliance with the Workmen's Compensation Law, the Consultant for his employees, and each Subcontract Professional, for his employees, shall secure compensation for the benefit of, and keep insured until receipt of final payment by the Consultant hereunder, all such employees engaged in the performance of this contract as are required to be insured under said Law.

Article 29 - Covenants of the Contractor

Employees

- A. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.

Nothing in the contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, any person, firm company, agency, association expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security or , except as specifically stated in this contract, to any person, firm or corporation.

- B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.

- C. **Workers' Compensation and Disability Benefits**

If this Agreement be of such a character that the employees engaged thereon are required to be insured by the provision on Chapter 615 of the Laws of 1922, known as the "Workers' Compensation Law" and acts amendatory thereto, the Agreement shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement such employees in compliance with the provision of said law, inclusive of Disability Benefits and, shall furnish the Department with two (2) certificates of these insurance coverage's.

- D. **Unemployment Insurance**

Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.

- E. **Minimum Wage**

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

ARTICLE 30 - Independent Contractor Status

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

ARTICLE 31 - Representations and Warranties

Procurement of Agreement

- A. The Contractor 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 Contractor further represents and warrants that no payment, gift or thing of value has been

made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.

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

Conflict of Interest The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of 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 this Agreement which affects his or her 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.

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

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

ATTACHMENT I-2

EXCERPTS FROM CONSTRUCTION MANAGEMENT CONSULTANT CONTRACT

PART I - SUMMARY AND SCOPE OF WORK

ARTICLE 1 - SCOPE OF SERVICES

The City of New York, Parks & Recreation, Capital Projects Division requires consultant construction project management services on an as needed basis for projects located throughout the City, which must be performed in an expedited manner.

The contract will include all necessary field inspection services required in connection with the construction or reconstruction of various park facilities and structures, which may be assigned during the term of this contract. Inspection services may involve partial coverage of multiple projects, under construction simultaneously.

Consultant services may include but will not be limited to the following:

1. Pre-construction review and estimating services
2. Supervision/Inspection Services
 - Daily reports
 - Inspection of the work
 - Coordination
 - Measurements
3. Contract administration
 - Payment processing
 - Change order preparation
 - Correspondence
 - Monitoring contract cost and schedule
 - Documentation of contractor performance
4. Technical support
 - Tests and sampling
 - Surveying
 - Shop drawing coordination and/or review
 - Expediting services with jurisdictional agencies
5. Administrative support services

ARTICLE 6 - MAXIMUM FEE

The maximum fee payable under this contract shall not exceed \$ (Million Dollars), unless increased by the Commissioner in accordance with the PPB rules.

The fee for each project shall be determined by the Commissioner and paid by one of the following methods:

(A) PROJECT LUMP SUM FEES

The Commissioner shall solicit for a lump sum fee for the work. Such request shall include the scope of construction work to be supervised, the titles and estimated hours for each title, and the milestones for payment. The consultant submitting the lowest lump sum fee for the work shall be awarded the project and issued a work order. The consultant may use any fees it chooses in calculating its submitted lump sum fee, however, hourly rates for titles used to calculate the fee shall not be more than those listed in the Schedule of Fees in Article 7. Payment of fees for services shall be based upon the percentage of work completed.

In the event that extra work is required after the start of work under a Work Order which is being paid, payment shall be made in accordance with the titles and rates in the Schedule of Fees in Article 7 on a timecard basis.

If prior to the issuance of a solicitation for a Work Order it is determined that a title not indicated in the Schedule of Fees in Article 7 is necessary to provide construction project management services for a project, the consultant shall incorporate all fair and reasonable costs and fees for said title into its proposal. If it is determined after work commences on a Work Order that extra work is required in said title, the consultant shall submit a fair and reasonable all inclusive hourly rate for that title to the Agency. The fee, subject to the final approval of the Commissioner, will be used for payment of any extra work.

(B) HOURLY RATE

The Commissioner shall solicit proposals for construction project management services from the consultant. In this case, the Agency shall issue a request including the scope of the construction, a brief description of the services to be provided by the consultant, and evaluation criteria pursuant to which the Agency shall rate the responses. The Commissioner shall award the work and issue the work order to the consultant that provides the best value, including price, to the City using the evaluation criteria of experience, satisfactory past performance, technical approach and quality of the proposal. The consultant may submit lower fees for each title than those listed on the Schedule of Fees in Article 7, however, the consultant may not submit higher fees for each title than those listed in the Schedule of Fees in Article 7. Payment of fees for services shall be based on actual time spent performing the work and on titles and rates quoted in the project proposals, or on the actual rates of pay, if less.

In the event that extra work is required after the start of work, payment shall be made in accordance with the hourly rates submitted in response to the solicitation for the Work Order. If, prior to the issuance of a solicitation for a Work Order it is determined that a title not indicated in the Schedule of Fees in Article 7 is necessary to provide construction project management services for a project, the consultant shall submit a fair and reasonable all inclusive hourly rate for that title in its proposal. If it is determined after work commences on a Work Order that extra work is required in said title, payment for any extra work shall be made in accordance with the hourly rates submitted in response to the solicitation for the Work Order.

ARTICLE 7 - SCHEDULE OF FEES

A. Fee Description

For each title indicated in the Schedule of Fees, the Consultant has specified a maximum hourly fee per title, which consists of the following:

1. **Hourly Rate:** All Inclusive Hourly Rate: The Schedule of All Inclusive Hourly Rates for the specified titles of personnel shall be deemed to include (1) all costs and expenses incurred by the proposer and/or its sub-consultants in the performance of all required services for the project; (2) all cost and expenses related to the management and oversight, including without limitation, any time spent by principals performing such duties; (3) all costs and expenses related to overhead, including administrative costs; and (4) any anticipated profit (5) salary costs shall not include amounts for vacation or holiday pay, Social Security, unemployment insurance, worker's compensation, or any other fringe benefits whatsoever..

The rate submitted shall be the maximum rate to be invoiced for that title during the term of the contract.

2. **Additional Titles:** In the event that a title not listed in Section B herein is determined necessary for the proper supervision of a particular project, the Consultant will be required to submit qualifications of the firm or individual who will provide the service. The Agency shall have the right to reject any firm or individual who, in the sole opinion of the Agency, is not qualified to perform the work.

B. Schedule of Fees

(See the schedule on the following page)

ARTICLE 7, SECTION B - *SCHEDULE OF FEES*

All rates listed represent the maximum payable for the title, only actual rates will be paid

Firm:

Title	Hourly Rate (a)	Estimated Hours (b)	Estimated Fee Per Title (a x b)
Principal (Partner or Officer)*		100	
Project Manager		1,000	
Assistant Project Manager		500	
Resident Engineer/Field Inspector ⁽¹⁾		10,000	
Technical Support			
Structural Engineer ^(P.E)		200	
Electrical Engineer ^(PE)		200	
Plumbing/Drainage Inspector ^(PE)		200	
Boiler Inspector ^(PE)		200	
Roofing Inspector ^{(PE) or (RA)}		200	
HVAC Inspector ^(PE)		200	
Estimator		100	
Junior Estimator		300	
Architect *		125	
Landscape Architect *		125	
Survey Party Chief		200	
Survey Instrument Person		200	
Survey Rodperson		200	
CADD Operator		200	

Note: Titles cannot be changed, added or omitted.

*N.Y. State Professional License.

(4) Degree in technical area, New York State Professional License preferred, extensive experience required.

The respondent is warned that the estimated hours set forth in this Hourly Rate are estimates only, given solely to be used as a uniform basis for the comparison of proposals and are not to be considered part of the contract. The hours actually required to complete the projects assigned under the contract, may be more or less than so estimated, and if so, no action for damages or lost profits shall accrue to the Consultant by reason thereof.

PART II **STANDARD REQUIREMENTS**

ARTICLE 1 - General Requirements

- A. The Consultant agrees to provide to the satisfaction of the Commissioner, all necessary field inspection services required in connection with the construction for all general work and work of all trades that is included in the projects assigned, to assure that the completed construction conforms in all respects to the plans, specifications and requirements of the contracts as designed and to good construction practice. Work Order Letters issued to the consultant during the term of the contract shall identify project locations, tasks, manning requirements, and schedules.
- B. The Consultant shall be the representative of the Agency at the site and, subject to review by the Commissioner or his duly authorized representative, shall have the power, in the first instance, to inspect the performance of the work, as delineated in "Article 30 - The Resident Engineer" of the Agreement Section of the Standard Department of Parks and Recreation construction contract documents.
- C. The Consultant agrees to endeavor to safeguard the City against defects and deficiencies in the work and to use reasonable care and reasonable powers of observation and detection in determining that the work conforms to the construction contract documents.
- D. It is the responsibility of the construction contractor, and not the responsibility of the Consultant, to determine the Means and Methods of Construction, as defined in Article 2, Paragraph 16 of the Agreement Section of the construction contract documents. However, if the means and methods of construction proposed by the construction contractor will constitute or create a hazard to the work, or to persons or property, or will not produce finished work in accordance with the terms of the construction contract, such means and methods must be reported to the Commissioner prior to implementation of same at the construction site.
- E. The Commissioner will assign a City employed project manager to review the performance of the Consultant and to serve as a liaison between the Commissioner and the Consultant. Situations incapable of disposition in the field shall be brought to the immediate attention of the Commissioner.
- F. Within seven (7) consecutive calendar days of the written contract award notice, the consultant shall designate in writing one person (Project Manager) who, on his/her behalf shall be responsible for coordinating all of the services to be rendered by the consultant hereunder. Such designee shall be subject to the approval of the Commissioner.
All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the Commissioner and in the event the Consultant's personnel fail to cooperate, the Consultant shall relieve them of their duties on the Project when required by the Commissioner.
- G. The Consultant may engage sub-consultants to perform project-related tasks requiring special skills (which are not included in the Schedule of Fees) which its staff does not possess. The Consultant shall not be permitted to engage sub-consultants or have work performed by sub-consultants not identified in their response to the Request for Proposals without prior approval of the Commissioner.
- H. It shall be the responsibility of the construction contractor to accomplish the work in accordance with pre-established construction schedules. The Consultant, however, shall advise the Commissioner when a contractor's progress falls behind the pre-established and approved construction schedule. The Consultant shall review the adequacy of the contractor's personnel, equipment, and the availability of necessary materials and supplies on a continuing basis. Special attention shall be directed to the construction contractor's adherence to the construction progress schedule prepared by the contractor under "Article 9 - Progress Schedule" of the Agreement Section of the construction contract. The Consultant shall notify the contractor and the Commissioner of any unwarranted or unexplained delays in the progress of the work.

ARTICLE 2 - Specific Requirements

- A. Consultant recognizes the necessity of a close working relationship with owner and agrees: to furnish the skill and judgment of its organization in the performance of this Agreement; to provide Consultant's best efforts, knowledge, ideas, experience and abilities relating to the planning of the construction of the Project; to furnish business administration, consultation, superintendence, inspection and related services as required to monitor

the work of the contractors and to supervise the coordination of the activities of each Contractor with each other and with the activities and responsibilities of Owner and Architect.

B. Consultant shall provide the following services prior to the Construction Phase:

1. Review contract documents after award but prior to commencement of construction and identify any errors, omissions, discrepancies and coordination problems.
2. Recommend and carry out action to minimize the impact of these items on the progress and cost of the project.
3. Conduct the Pre-construction Meeting.

C. Consultant shall provide the following services during the Construction Phase:

1. Monitor, observe and render advice to Owner concerning:
 - (i) the Work; (ii) dealings with, and correspondence from, the General and/or Prime Contractors, contractors, the Architect and other Persons engaged on or involved in the Project; (iii) Change Orders and/or changes in Contract Drawings and Specifications; and (iv) Schedules prepared by Contractors, performance in comparison to said schedules and requests for extension of contract time.
2. Perform inspections of the construction work as it progresses and upon completion of the construction work. Consultant shall not be required, however, to perform any act which would constitute the practice of laboratory testing, certified public accounting or law.
3. Assist in the furnishing of basic survey information to consist of center line and benchmark data at sufficient control points to enable the contractor's engineers to stake out the work in detail.
4. Check the construction contractor's layout, concrete formwork, placement of all steel reinforcement and structural steel and structures for conformance with the contract drawings and specifications.
5. Monitor Contractor's compliance with specified insurance requirements and Subcontractor approvals (including any M/W/DBE, or LBE requirements).
6. Review Contractor's payment breakdowns with Contractors and Owner.
7. Review Contractor's Applications for Payment (partial, substantial, and final) in conjunction with Owner and Architect and make recommendations for approval, partial approval or disapproval by Owner.
8. Prepare any sketches necessary to further implement and/or clarify the contract drawings or alterations necessary for the completion of the work.
9. Review and negotiate all change order work requests and prepare change orders including recommendations subject to the approval of Owner. The consultant is required to keep exact records of labor, equipment and material relative to extra work or for possible future claims.
10. Schedule and conduct job meetings with Contractors, Architects, Engineers and Owner Personnel.
11. Prepare all required administrative paper work related to the Projects.
12. Coordinate, review and enforce proper scheduling.
13. Review and analyze the lump sums breakdowns submitted by the Contractor. Submit this recommendation and analysis to the Agency for approval.
14. Obtain measurement of quantities (interim and final) and calculations for each unit item. These calculations are to be part of the Final Calculation Book. The Final Calculation Book shall be submitted to the DPR representative for review prior to Contractor's Final Payment.

15. Furnish assistance and aid to start and advance the work, such as conferences with other interested City Agencies and others when requested. Schedule and conduct job meetings with contractors, design architect/engineer, and Department of Parks and Recreation personnel.
 16. Schedule, attend and prepare reports on bi-weekly field meetings and inspections (Use, Final and Guarantee).
 17. In addition to all other field work provisions provided herein, the Consultant shall be responsible for insuring that samples of concrete (cylinders), compaction testing and core samples are obtained and secured in accordance with the construction contract documents.
 18. Prepare and expedite Buildings Department requirements for obtaining approved Certificates of Occupancy for buildings.
 19. Provide resident, consulting services by a competent staff from the date construction commences to the completion of the Contractor's operations and the acceptance of the work by the Owner, including the following:
 - a. Provide daily reports containing a record of weather, work accomplished by Contractors, specific problems encountered by Contractors, and manpower on the project by trade;
 - b. Supervise on-site coordination of the Work by and among the General or Prime Contractors;
 - c. Monitor the Work of each Contractor and recommend courses of action to non-resident Consultant personnel who shall recommend to Owner when a Contractor is not fulfilling its obligations or when other circumstances develop which adversely affect (or threaten to affect) the Work and/or the progress thereof. To this end, Consultant shall advise Owner promptly, based upon Consultant's knowledge, information, and field observation;
 - (i) to reject any work (or any portion thereof) which does not comply with the requirements of the applicable Contract Documents;
 - (ii) to stop the Work (or any portion thereof) of any Contractor or other firm, for any period necessary, whether for inspection and testing, correction of the Work, emergency or for any other applicable reason;
 - (iii) to take such other actions as may be necessary or desirable under the circumstances.
- If and after Owner approves any course of action affecting the Work, whether involving rejection of the Work, stopping of the Work, termination of a contract or any other matter pertaining to the Work, Consultant shall, as Agent for the owner, implement or require the Contractors involved to implement, the specified course of action.
20. Prepare for the signature of the Commissioner or his authorized representative all replies to Contractor's letters and/or complaints.
 21. When requested, prepare reports including recommendations on Contractor's claims in a form suitable for transmission to the Owner's Comptroller and Law Department.
 22. From time to time upon Owner's request in writing, and/or when Consultant deems it necessary, Consultant shall advise and cooperate with the Architect in preparing a "punch-list" or similar schedule or list, based upon their joint examination of incorrect, incomplete or other labor, materials or services to be furnished by any Contractor or any firm in connection with the Work. After approval of any such schedule or list by Owner in writing, Consultant shall require, as agent for the Owner, the applicable firm to correct, complete, or furnish the items specified on such list and shall inform Architect when said work is completed so that the Architect may inspect said work for conformance with the Contract Documents.

- D. The recommendations, advice and information to be furnished by Consultant under this Agreement shall not be deemed to be representations, warranties or guarantees or constitute the performance of licensed professional services.

E. Insurance

The Consultant will insure, and will require each Sub-consultant to insure against the risks and to the extent stated below in sub-sections (1), (2), (3) and (4) as indicated, against the following risks to the extent stated:

The Sub-consultant(s) shall maintain a similar policy of insurance covering as insured the City of New York, and each Sub-consultant.

1. Comprehensive General Liability Insurance - covering as insured the Consultant and the City of New York in the Project, with not less than the following limits of liability:

Bodily Injury or Death - \$2,000,000 combined single limit.

The Sub-consultant(s) shall maintain a similar policy of insurance covering as insured the City of New York, and each Sub-consultant.

2. Valuable Papers Insurance insuring all plans, designs, drawings, specifications and documents produced or used under this contract by the Consultant or any Subcontract Design Professional(s), in a total amount not less than 35% of the Original Fee stipulated in Part I, Article 6.

The benefits of all Valuable Papers Insurance shall be made to extend expressly to the City of New York

The Consultant may furnish full coverage under one policy or may submit separate policies from his Subcontract Design Professional(s) for their proportionate shares of said coverage.

3. Workmen's Compensation Insurance securing compensation for the benefit of the employees of the Consultant and the employees of each Sub-consultant(s), as required by the Workmen's Compensation Law.

Professional Liability Insurance - The Consultant shall maintain coverage in an amount not less than \$1,000,000.00 limit of liability. Each sub-consultant shall maintain coverage in an amount not less than \$1,000,000.00 limit of liability.

4. In the event the Consultant is a joint venture, such required insurance must be provided in the name of the joint venture and cover as insured the joint venture itself. Separate insurance policies covering each respective partner to the joint venture will not be accepted, unless each such policy is specifically endorsed to cover the activities of the joint venture. Respondents are advised that the cost of all required insurance must be included in the Fee Proposal.

The professional liability policies required herein shall include an endorsement covering the Consultant's indemnification obligations set forth in this agreement.

F. Proof of Insurance

All required insurance must be issued by companies who can lawfully issue the required policies and have an A.M Best Rating of at least A-7 or a Standard and Poor's Rating of at least AA, must specifically list City of New York as an additional insured, and must be in effect and continue so during the life of the Contract. As soon as practicable, upon execution of this contract and before commencing any performance hereunder, the Consultant shall deposit, and shall cause each Sub-consultant to deposit, with the Commissioner, the original policies of insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Commissioner of the payment of premiums, and thereafter not less than 10 days before the expiration dates of the expiring policies.

G. Endorsements to Policies

The following endorsements shall be made part of the insurance policies as specified below:

DPR Design Excellence RFP-FPP Golf Course Design & Construction Management Services

1. This policy shall not be canceled or terminated, or the coverage thereof reduced, until thirty (30) days after receipt of written notice thereof by certified mail addressed to the Commissioner.
2. Notice of accident shall be given to the Insurance Company within sixty (60) days after notice to the City of such accident, or notice of claim shall be given to the Insurance Company within sixty (60) days after such claim shall have been filed with the Comptroller of the City of New York. Notice to the Insurance Company by either party shall be deemed sufficient notice under the policy.
3. The presence of representatives of the City on the site of the work shall not invalidate this policy.
4. Violation of any of the terms of any other policy issued by the Company to the Consultant or any Sub-consultant shall not invalidate this policy.

H. Duration of Insurance

The insurance policies described in this herein shall be kept in force for the period specified below.

1. Comprehensive General Liability Insurance shall be kept in force until receipt of final payment by the Consultant.
2. Professional Liability Insurance shall be kept in force until at least one (1) year after final payment to the Consultant.
3. Workmen's Compensation Insurance: This contract shall be void and of no effect unless, in compliance with the Workmen's Compensation Law, the Consultant for his employees, and each Subcontract Professional, for his employees, shall secure compensation for the benefit of, and keep insured until receipt of final payment by the Consultant hereunder, all such employees engaged in the performance of this contract as are required to be insured under said Law.
4. See (part III, Article 13, Section A, Paragraph 4) for additional insurance requirements.
5. Proof of Insurance - required upon execution of the contract (as per Part III, Article 13, Section B.).

ARTICLE 3 **Payment for Services**

A. **Maximum Fee Payable**

The maximum fees payable for all services provided and expenses incurred hereunder shall be determined as specified in **Part I, Article 6** of this contract. The maximum fee does not represent a commitment or guarantee on the part of the City to pay such amount, unless it has been determined to be allowable by application of criteria established herein.

B. **Method of Payment**

1. **Description of Methods of Payments**

Work Order Letters issued to the Consultant during the contract period will establish, among other things, the fee for services to be performed in connection with each project.

For services rendered, the Consultant shall be paid by the following applicable method as described in **PART I, Article 6**, and as stated in the applicable Work Order Letter:

(A) **PROJECT LUMP SUM FEES**

The Commissioner shall solicit for a lump sum fee for the work. Such request shall include the scope of construction work to be supervised, the titles and estimated hours for each title, and the milestones for payment. The consultant submitting the lowest lump sum fee for the work shall be awarded the project and issued a work order. The consultant may use any fees it chooses in calculating its submitted lump sum fee, however, hourly rates for titles used to calculate the fee shall not be more than those listed in the Schedule of Fees in Article 7. Payment of fees for services shall be based upon the percentage of work completed.

In the event that extra work is required after the start of work under a Work Order which is being paid, payment shall be made in accordance with the titles and rates in Part I, Article 7 on a timecard basis. Payment of timecard based fees shall be based on actual hourly rates and hours utilized in performing the work.

If prior to the issuance of a solicitation for a Work Order it is determined that a title not indicated in Part I, Article 7 is necessary to provide construction project management services for a project, the consultant shall incorporate all fair and reasonable costs and fees for said title into its proposal. If it is determined after work commences on a Work Order that extra work is required in said title, the consultant shall submit a fair and reasonable all inclusive hourly rate for that title to the Agency. The fee, subject to the final approval of the Commissioner, will be used for payment of any extra work.

(B) HOURLY RATE

The Commissioner shall solicit proposals for construction project management services from the consultant. In this case, the Agency shall issue a request including the scope of the construction, a brief description of the services to be provided by the consultant, and evaluation criteria pursuant to which the Agency shall rate the responses. The Commissioner shall award the work and issue the work order to the consultant that provides the best value, including price, to the City using the evaluation criteria of experience, satisfactory past performance, technical approach and quality of the proposal. The consultant may submit lower fees for each title than those listed on the Part I, Article 7, however, the consultant may not submit higher fees for each title than those listed in Part I, Article 7. Payment of fees for services shall be based on actual time spent performing the work and on titles and rates quoted in the project manning chart proposals, or on the actual rates of pay, if less.

In the event that extra work is required after the start of work, payment shall be made in accordance with the hourly rates submitted in response to the solicitation for the Work Order. If, prior to the issuance of a solicitation for a Work Order it is determined that a title not indicated in Part I, Article 7 is necessary to provide construction project management services for a project, the consultant shall submit a fair and reasonable all inclusive hourly rate for that title in its proposal. If it is determined after work commences on a Work Order that extra work is required in said title, payment for any extra work shall be made in accordance with the hourly rates submitted in response to the solicitation for the Work Order.

2. Project Milestone

Each project may incorporate required milestones, including but not limited to, the following:

1. Services prior to Construction.
2. Services during Construction.
3. Submission of finalized documents, e.g., final calculations.
4. Services during the guarantee period.

Each project, regardless of the method of payment, may include separate Upset Fees for various Project Milestones, as described in the applicable Work Order Letter.

C. Reimbursables

When it is deemed necessary for the Consultant to obtain services from sub-consultants/contractors other than those providing titles listed in **Part I, Article 7 Section B**, (Borings, Soil testing, Laboratory testing, etc.) the Consultant shall obtain 3 bids from 3 separate consultants/contractors to obtain competitive pricing and submit them to the Agency for review.

Reimbursable items of work approved by the Commissioner shall be paid at cost with no markup for overhead and profit.

All administrative expenses are deemed to be included in the Fee Proposal and shall not be paid as reimbursable expenses. All communication and travel expenses related to supervision of assigned projects (Most projects will not include field offices), are deemed to be included in the Fee Proposal and shall not be paid as reimbursable expenses.

**ATTACHMENT J
REQUEST FOR PROPOSAL**

**GOLF COURSE DESIGN AND CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF A TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK IN
BOROUGH OF THE BRONX**

ACKNOWLEDGEMENT OF ADDENDA

PIN # 8462008X126S01

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH
ADDENDUM/CLARIFICATION RECEIVED IN CONNECTION WITH THIS RFP

<u>TECHNICAL CLARIFICATION # 1,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 2,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 3,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 4,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 5,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 6,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 7,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 8,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 9,</u>	<u>DATED</u>	<u>, 2008</u>
<u>TECHNICAL CLARIFICATION # 10,</u>	<u>DATED</u>	<u>, 2008</u>

PART II NO TECHNICAL CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS RFP

PROPOSER (FIRM NAME): _____
PROPOSER (SIGNATURE): _____

ATTACHMENT K
REQUEST FOR PROPOSALS

**GOLF COURSE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A
TOURNAMENT-QUALITY GOLF COURSE AT FERRY POINT PARK IN
BOROUGH OF THE BRONX**

DIRECTIONS TO THE OLMSTED CENTER

BY SUBWAY: IRT Number 7 to Shea Stadium/Willets Point. Exit to Roosevelt Avenue. You want to be on the side of the street across from Shea. Walk along Roosevelt Avenue with Shea on your right. Take the first road on left into the Park. At the bottom of the road there is a one story white building - this is the Olmsted Center.

***BY CAR FROM LONG ISLAND:** Grand Central Parkway Westbound to the Northern Blvd./Shea Stadium exit. At the bottom of the exit you will be facing Shea Stadium. Make a right turn, go under Roosevelt Avenue and take the first left. The one story white building is the Olmsted Center.

***BY CAR FROM MANHATTAN:** Triborough Bridge to Grand Central Parkway (Eastbound). Take the Northern Blvd exit. Keep to the right on the exit ramp and bear right at the fork. At the bottom of the exit ramp you should be facing Shea Stadium. Turn right and take the service road (Stadium Road) keeping Shea on your left. Go under Roosevelt Avenue and take the first left. The one story white building is the Olmsted Center.

***BY CAR FROM NORTHERN NEW JERSEY:** George Washington Bridge to Major Deegan Expressway (southbound) to Triborough Bridge. Follow directions above "From Manhattan."

***BY CAR FROM THE WHITESTONE BRIDGE:** Whitestone Expressway to Exit 13, Northern Blvd. Right at traffic light then first left and under the highway at the Marina. At the traffic circle bear right and follow the service road keeping Shea on your left. Go under Roosevelt Avenue and take the first left. The one story white building is the Olmsted Center.

***BY CAR FROM STATEN ISLAND:** Verrazano Narrows Bridge to Shore Parkway (Belt Parkway) East to the Van Wyck Expressway. Take the Van Wyck to the Grand Central Parkway & follow directions above "From Long Island."

***Please stop at the reception area for a parking permit and directions to the visitors parking area.**

ATTACHMENT L

Capital Projects Performance Evaluation DESIGN PROJECT MANAGEMENT

ALL QUESTIONS MUST BE ANSWERED AND INFORMATION MUST BE TYPED OR PRINTED.

GENERAL HEADER INFORMATION

1. Project manager _____

Contract number _____

FMS number _____

Project title _____

Location _____

Project Scope _____

Problem & Solution _____
2. Lead Design Division _____
3. Sub-Divisions Support:
 - 3a. Architectural _____ Service _____
 - 3b. Mechanical _____ Service _____
 - 3c. Electrical _____ Service _____
 - 3d. Civil _____ Service _____
 - 3e. Structural _____ Service _____
 - 3f. Landscape Architecture _____ Service _____
 - 3g. Borings _____ Service _____
 - 3h. Survey _____ Service _____
 - 3i. Specifications _____ Service _____
 - 3j. Legal _____ Service _____

PROJECT DATA

Note: "Project" refers to the actual work (the bridge or hospital, etc.) or services.

4. Project Location: ☐ Manhattan ☐ Brooklyn ☐ Bronx ☐ Queens ☐ Staten Island
5. Project Type: ☐ New ☐ Reconstruction
6. Bid Date: _____
7. Number of Rebids _____ Reasons: _____
8. Number of Technical Clarifications: _____
9. Construction Budget: \$ _____
10. Engineer's Estimate: \$ _____
11. Bid Amount: \$ _____
12. Did this project include add alternate items? _____

DESIGN IFA

13. Original IFA allotted \$ _____

14. Final IFA billed \$ _____

PROJECT MANAGER CONTRACT DESIGN SCHEDULE

15. Estimated Contract Design Duration _____ ccd

16. Actual Contract Design Duration _____ ccd

17. Reasons for difference between actual and original contract duration: _____

18. Adequacy of progress schedules ☐ E ☐ S ☐ M ☐ U

QUALITY OF SERVICE

19. Quality Of Project Manager's Service	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
20. Quality Of Design/Study	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
21. Conformance Of Design/Study To Agency Program	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
22. Technical Ability	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
23. Analysis Of Program Information	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
24. Ability To Communicate Ideas And Consequences	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
25. Facility With Problem Identification And Resolution	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
26. Staffing Of Job	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
27. Quality Of Documentation	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
28. Accuracy Of Cost Estimate	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
29. Cost Efficiency In Design	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30. Quality of sub-divisions' work:					
30a. Architectural	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30b. Mechanical	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30c. Electrical	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30d. Civil	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30e. Structural	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30f. Land. Arch.	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30g. Borings	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30h. Survey	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30i. Specifications	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30j. Legal	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA
30k. Other: _____	<input type="checkbox"/> E	<input type="checkbox"/> S	<input type="checkbox"/> M	<input type="checkbox"/> U	<input type="checkbox"/> NA

COOPERATIVENESS

31. Cooperation with agency personnel and M & O ☐ E ☐ S ☐ M ☐ U ☐ NA
32. Coordination with other consultants, agencies,
and permits. ☐ E ☐ S ☐ M ☐ U ☐ NA
33. Responsiveness to agency design/study critique
and comments ☐ E ☐ S ☐ M ☐ U ☐ NA
34. Community liaison efforts ☐ E ☐ S ☐ M ☐ U ☐ NA

RECORD-KEEPING

35. Timeliness in obtaining approvals from
regulatory agencies ☐ E ☐ S ☐ M ☐ U ☐ NA

PERFORMANCE

36. Rate the Design Project Manager and teams Overall Performance as
☐ Excellent ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

37. Comments (please note dates of specific events): _____

Prepared by Project Manager's Supervisor

NAME (print) SIGNATURE DATE

Reviewed by Chief of Design

NAME (print) SIGNATURE TITLE DATE

* Please attach: Q & A data sheet and plans if necessary
G:\Forms-Design\Evaluation.doc 4/30/03