

ADDENDUM 1
CITY OF PORT JERVIS
Downtown Revitalization Initiative Grant
Jersey Avenue Revitalization Project
Request for Proposals

Client:

City of Port Jervis
20 Hammond St.
Port Jervis, NY 12771

Prepared by:

Farr Engineering
P.O. Box 302
Port Jervis, NY 12771
(914) 474-1980

Date: 24 November 2025

Job No.: 16.620

Addendum 1 will in general address request for information from the consultants both from the online Teams meeting and the on-site walk through. Until the consultant is selected and the site survey and preliminary design is completed the City cannot address all items. As with any design project involving existing conditions there will be unknowns that the consultant will have to consider in their proposal price. We expect that the selected consultant will have experience in the design of similar sidewalk projects in urban settings. These types of projects require close interactions with the Client on a regular basis during the design and construction process, that level of effort should be included in your proposal.

1. The following is an updated scope of work:

Background

Jersey Avenue, lined with mixed-use, commercial, and residential uses, serves as a primary entranceway into downtown Port Jervis. The project area includes Jersey Avenue extending from Fowler Street to East Main Street. Currently, the entire length of the project area has sidewalks on both the northern and southern side of the street, but they are degraded in many locations. Few pedestrian amenities are present in the project area, and while there are some crosswalks, there are opportunities to enhance pedestrian safety through bump-outs or other appropriate solutions. Additionally, there are pedestrian-scale streetlights on the eastern side of Jersey Avenue but none on the western side. There are currently no bicycle amenities and there are few trees in the project area. As more fully described in the Port Jervis DRI Round VI Strategic Investment Plan (SIP), key improvements to Jersey Avenue may include, but are not limited to:

- Installation of new ADA-compliant sidewalks. **The Engineer shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are**

discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply. The consultant shall advise the City if there are locations that based on existing site conditions that ADA compliant sidewalks are not feasible. In these areas the sidewalks shall be designed to be made as ADA compliant as practical and discussed with the City and Funding Agency.

- Installation of stamped crosswalks with Rectangular Rapid Flashing Beacons (RRFBs) at pedestrian crossings. **To be installed at the existing locations of the existing pedestrian crossings. Stamped pedestrian crossings shall be installed per the attached sketch.**
 - Addition of shared lane markings on the road for bicycle traffic.
 - Installation of amenities, such as benches, bicycle racks, street trees, trash receptacles, or other amenities as allowed by the available space. **The consultant during the preliminary design shall suggest to the City where it is practical to install these amenities.**
 - Installation of conduit and streetlights on the southern side of Jersey Avenue. **The contractor bid documents shall include the installation of electrical conduit, wiring, connections, foundations, and new street lighting. The streetlights should be per the City specifications. The preferred streetlight schematic is attached to the addendum. The streetlights shall be replaced in the same locations as they currently exist. Supplemental streetlights shall be considered during the design process.**
2. The consultant fee shall include a cost for a complete survey of the project limits from the intersection of Jersey Avenue/Fowler street to East Main Street. At a minimum, the survey shall extend from the front of the buildings on the north side of the street to the buildings on the south side of the street including sufficient detail to tie into any existing site features including driveways and landscaping.

3. The City DPW will remove and dispose of all existing sidewalks, light poles, light pole foundations, and signage in the project limits. The consultant prior to demolition shall detail all existing signage and include replacement of the signage in the contract documents.
4. The proposal fee shall include the cost of third-party compaction and concrete testing.
5. The design standard for the sidewalks shall be the NYSDOT specifications.
6. The curb and sidewalks shall be a monolith pour.
7. Existing drainage across sidewalks shall be replaced substantially in kind. To be determined during design phase.
8. The project shall include the milling and repaving of the work area along Jersey Ave from Fowler St. to East Main St. Milling and paving to tie into cross street shall be determined during the design.
9. The City and the consultant during the development of bid documents shall discuss the division of work areas for budgeting and grant purposes.
10. Curb cuts will in general remain in the existing locations. The City may recommend changes to the curb cuts after preliminary design.
11. The driveway aprons shall be the same design specification as the sidewalk.
12. The proposal shall include 2 public informational meetings during a City Council meeting. The consultant shall meet with the DPW Director and engineer as requested to review plans, address questions, etc. at the request of the DPW Director.
13. The engineers shall provide periodic construction site inspections to ensure that the work is being completed in substantial conformance with the design plans. The engineer shall provide a letter to the city upon completion of the

work that the project was completed in substantial compliance with the design plans. The project close-out report shall include all third-party inspection reports.

14. Street lighting detail is attached for information.
15. Engineers shall design the light pole foundation, conduit, wiring and connections. The street lighting shall be replaced in kind.
16. Jersey Ave. is proposed to be milled and repaved in-kind. There should be an approximate 6" curb reveal. At curb cuts the curb reveal shall be approximately 1/4" if practical. Reveal will be adjusted based on site constraints. This work is included in the consultant's scope of work.
17. The pavement section will be determined the DPW Director typically 2-1/2" hot mix NYSDOT Type 6.
18. It is the City's intent to have the project completed by the end of the 2026 construction season.
19. There are no City permits required.
20. Streetscape improvements including trees, benches, etc. shall be recommended by the consultant during the schematic design phase based on existing site conditions. The project is a streetscape enhancement project. Enhancements shall be included to the extent practical based of site conditions.
21. The Attachments A-2 and C of the grant contract are attached for reference.
22. The sidewalk crossings shall be replaced in kind including stripping and per the attached sketch.
23. There are no easements anticipated.

24. The work area is the limits of the existing sidewalks and the width of Jersey Ave. from Fowler Street to East Main Street.
25. There are two crosswalks with flashing signs that shall be replaced in-kind. The City will consider updated technology for crosswalk signs as suggested by the consultant.

This concludes the Addendum. There is NO change to the proposal due date.

City of Port Jervis DRI Project: Design, Engineering, and Construction Management Services - Enhance the Streetscape Along Jersey Avenue
RFP Sent per Request

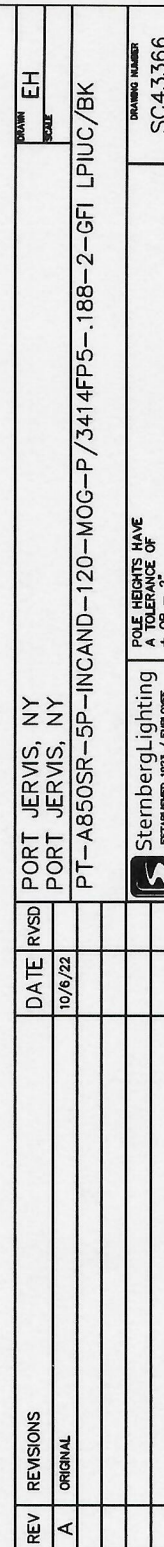
Count	Date RFP		MWBE, etc.	First		Email: RFPs and Virtual Conference	Contact -	Company	Add1	City	State	Zip	Tel
	Requested	Sent		Name	Last Name	invitations for 11/17/25, 3:00 PM were sent							
1	11/7/2025	11/7/2025		Faraz	Murtaza	faraz.murtaza@blinksigns.com	Primary	NA	NA	NA	NA	NA	NA
2	11/7/2025	11/7/2025		James	Gleason	james.gleason@cpengineers.com	Primary		11 Park Lake Rd	Sparta	NJ	07871	973-300-9003 x120
3	11/7/2025	11/7/2025		Eric	Dahlquist	Eric.Dahlquist@cpengineers.com	CC	CP Engineers	11 Park Lake Rd	Sparta	NJ	07871	973-300-9003 x120
4	11/6/2025	11/6/2025		Edward	Campany II	ehcampany@gmail.com	Primary	Edward Harold Campany II, AICP					585-694-6634
5	11/5/2025	11/6/2025		Brett	Gartner	bgartner@rentracre.com	CC						646-281-9645
6	11/5/2025	11/6/2025		Tatyana	Gartner	tatyana@tatyana-design.com	Primary						
7	11/5/2025	11/6/2025	MWBE	Ricardo	Ramirez	Rramirez@rro-eng.com	Primary	RRO Engineering Consultant, P.L.L.C	288 Van Duzer Rd.	Middletown	NY	10940	917-982-8284
8	11/6/2025	11/6/2025		Lori	Demko	Lori.Demko@ConstructConnect	Primary	Construct Connect					513-458-8690
9	11/5/2025	11/5/2025		David	Nisley	dnisley@GYMODPC.com	Primary	GYMO	18969 US Route 11	Watertown	NY	13601	315-788-3900
10	11/5/2025	11/5/2025	DBE/MBE/ SBE	Jean	Dimitri	d.jean@sepcus.com	Primary	Siddiqui Engineering and Land Surveying PC					
11	11/5/2025	11/5/2025		Christina	Boyle	cboyle@psands.com	Primary	PS&S					516-464-5022
12	11/5/2025	11/5/2025		Elaine	Haid	elaine.haid@collierseng.com	Primary	Colliers Engineering & Design					732-383-1941
13	11/5/2025	11/5/2025		Mike	Voelkel	mike@lvfla.com	Primary	LVF Landscape Architects, PLLC	115 5th Ave, 3rd Floor	New York	NY	10003	646-481-0531
14	11/5/2025	11/5/2025		Alexia	Friend	Alexia@lvfla.com	CC	LVF Landscape Architects, PLLC	115 5th Ave, 3rd Floor	New York	NY	10003	646-481-0531
15	11/5/2025	11/5/2025		Teresa	York	Tyork@jmt.com	Primary	JMT of NewYork, Inc.	19 British American Blvd.	Latham	NY	12110	518-218-5937
16	11/5/2025	11/5/2025		Tiffany	Chen	Tchen@jmt.com	CC	JMT of NewYork, Inc.	19 British American Blvd.	Latham	NY	12110	518-218-5937
17	11/5/2025	11/5/2025		Dawn	Langenbach	dlangenbach@lalandbaptiste.com	Primary	Laland Baptiste					518-505-8191
18	11/5/2025	11/5/2025	D/MBE	Elizabeth	Barnes	elizabeth@quadrantpc.co	Primary	Quadrant PC					954-812-4604
19	11/5/2025	11/5/2025		Jacqueline	Noteboom	jn@felp.com	Primary	Fellenzer Engineering , LLP	22 Mulberry St., Ste 2A	Middletown	NY	10940	845-343-1481
20	11/5/2025	11/5/2025		Courtney	Pedalino	cpedalino@boswellengineering.com	Primary	Boswell	330 Phillips Ave.	S. Hackensack	NJ	7606	201-641-0770
21	11/5/2025	11/5/2025		Penny	Perkins	PennyPerkins@chasolutions.com	Primary	CHA Consulting, Inc.					
21.1	11/14/2025	11/14/2025		Mike	Hurt	MHurt@chasolutions.com	CC	CHA					
21.2	11/14/2025	11/14/2025		Joseph	Cimino	jcimino@chasolutions.com	CC	CHA					
22	11/5/2025	11/5/2025		Rahim	Ali	rahim.ali@fastech-eng.com	Primary	Fastech Consulting Engineers	235 Moore St., Ste 200	Hackensack	NJ	07601	201-345-4647
23	11/5/2025	11/5/2025		Arsalan	Gilani	Arsalan.gilani@fastech-eng.com	CC	Fastech Consulting Engineers	235 Moore St., Ste 200	Hackensack	NJ	07601	201-345-4647
24	11/5/2025	11/5/2025		Enid	Santiago	esantiago@pacogroup.com	Primary	PACO Group					
25	11/5/2025	11/5/2025		Lauren	Jones	lejones@slrconsulting.com	Primary	SLR Intl' Corp.					203-804-5482
26	11/5/2025	11/5/2025		Debbie	Slater	dslater@criterium-hanna.com	Primary	Criterium-Hanna Engineers	100 Matawan Rd., Ste. 325	Matawan	NJ	07747	732-230-7473
27	11/5/2025	11/5/2025		Jim	Welsh	jwelsh@mkwla.com	Primary	MKW + Associates, LLC	39 Park Ave.	Rutherford	NJ	07070	201-933-7809
28	11/3/2025	11/4/2025		Alicia	Petrulis	Alicia.Petrulis@nv5.com	Primary	NV5		New Yor or Melville	NY		631-891-3211
29	11/3/2025	11/4/2025		Patricia	Manarin	PublicRecords@deltek.com	Primary	Detek Public Records	2291 Wood Oak Drive	Herndon	VA	20171	
30	11/3/2025	11/4/2025		Michelle	Ren	Mren@Pennonni.com	Primary	Pennonni	130 Wes 29th St., 11th Fl.	New York	NY	10001	212-239-7626
30.1	11/13/2025	11/13/2025		Chuck	Miller	ChMiller@Pennonni.com	CC	Pennonni					
31	11/3/2025	11/4/2025		Debra	Sauerman	Debras@cisleads.com	Primary	Construction Information Systems	170 Kinnelon Rd.	Kinnelon	NJ	07405	973-492-0509
32	11/11/2025	11/11/2025		Paul	Koopman	pkoopman@lalandbaptiste.com	CC	Laland Baptiste - see Dawn Langenbach Laland Baptiste - see Dawn					
33	11/11/2025	11/11/2025		Helen	Kashtan	hkashan@lalandbaptiste.com	CC	Langenbach					
34	11/11/2025	11/12/2025		Mashal	Ali	mali@infratechengineering.com	Primary	INFRA TECH Engineering, LLC	15 Maiden Lane, Ste 200	New York	NY	10038	212-514-7500, x130
35	11/10/2025	11/10/2025		Chris	Yanchoris	cyanchoris@gpinet.com	Primary	GPI (Greenman-Pedersen, Inc.)					518-898-9585

City of Port Jervis DRI Project: Design, Engineering, and Construction Management Services - Enhance the Streetscape Along Jersey Avenue
RFP Sent per Request

Count	Date RFP Requested	Date RFP Sent	MWBE, etc.	First Name	Last Name	Email: RFPs and Virtual Conference invitations for 11/17/25, 3:00 PM were sent	Contact - Primary/CC	Company	Add1	City	State	Zip	Tel
36	11/10/2025	11/10/2025				EXXATEC@EXXATEC.com	Primary	EXXATEC					
37	11/10/2025	11/10/2025		Carlie	Osipovitch	cosipovitch@bartonandloguidice.com	Primary	Barton & Loguidice					315-457-5200
38	11/3/2025	11/4/2025		Danielle	Sorvillo	dsorvillo@mhepc.com	Primary	MHE					
39	11/17/2025	11/17/2025		Mike	Madden	mike@sedgelandscapes.com	Primary	Sedge Landscape Architecture, PLLC					917-396-2475
39.1	11/14/2025	11/14/2025	MBE SBE DBE SDB	Sasha	Latchana	slatchana@zofsengineering.com	Primary	ZOFS Engineering and Land Surveying P.C.					
39.2	11/14/2025	11/14/2025	MBE SBE DBE SDB	Zane	Amray	zamray@zofsengineering.com	CC	ZOFS Engineering and Land Surveying P.C.					
40	11/17/2025	11/17/2025		Mattison	Fleming	m Fleming@labellapc.com	Primary	LaBella Associates					315-907-1786
41	11/18/2025	11/18/2025		Terence	Fitzpatrick	terry@dialogue-environment.com	Primary	Dialogue-Environment Studio					607-644-4338
42	11/18/2025	11/18/2025		Jack	Crown	Jack.Crown@constructconnect.com	Primary	Construct Connect					772-469-1420
43	11/18/2025	11/18/2025		Ekin	Bilal	ekin@new-affiliates.us	Primary						
44	11/19/2025	11/20/2025		Alex	Rosenzweig	arosenzweig@kseng.com	Primary	KS Engineers, P.C	2 Riverfront Plaza, 3rd Fl.	Newark	NJ	07102	973.623.2999
44.1	11/19/2025	11/20/2025		Brian	Anglin	banglin@kseng.com	CC	KS Engineers, P.C	2 Riverfront Plaza, 3rd Fl.	Newark	NJ	07102	973.623.2999
44.2	11/19/2025	11/20/2025		Kelly	Anderson	kanderson@kseng.com	CC	KS Engineers, P.C	2 Riverfront Plaza, 3rd Fl.	Newark	NJ	07102	973.623.2999

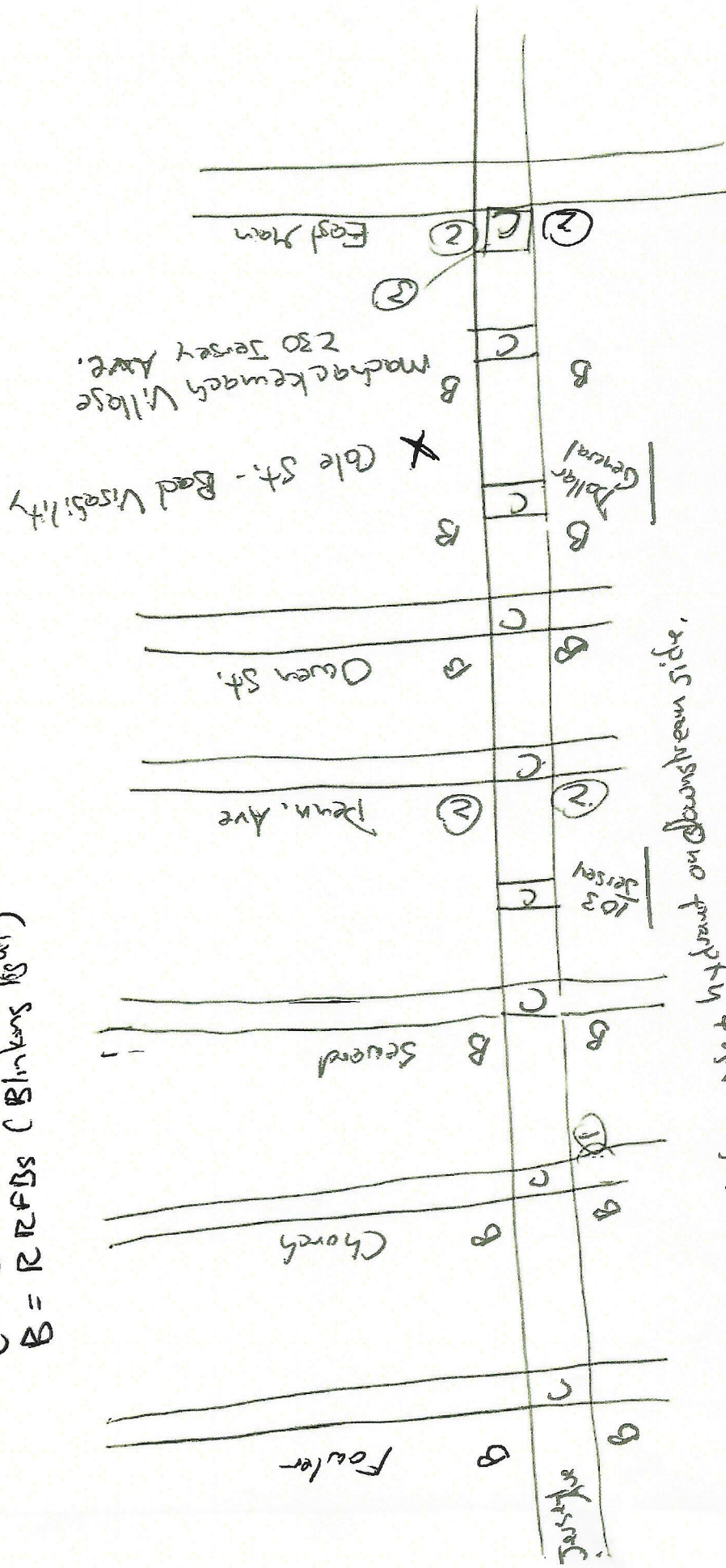
City of Port Jervis DRI Project: Design, Engineering, and Construction Management Services - Enhance the
Streetscape Along Jersey Avenue
RFP Pre-bid Virtual Conference 11/17/2025, 3 PM

Full Name	User Action	Timestamp
Valerie Maginsky	Joined	11/17/25, 2:45:11 PM
Bilal Syed	Joined	11/17/25, 2:45:38 PM
Debra Sauerman	Joined	11/17/25, 2:46:46 PM
Dan Rourke (B&L)	Joined	11/17/25, 2:51:00 PM
Danielle Sorvillo	Joined	11/17/25, 2:54:17 PM
Fleming, Mattison	Joined	11/17/25, 2:54:28 PM
Chuck Miller	Joined	11/17/25, 2:55:21 PM
Sasha Latchana	Joined	11/17/25, 2:55:29 PM
Helen Kashtan	Joined	11/17/25, 2:55:33 PM
Jonathan Walker	Joined	11/17/25, 2:55:38 PM
Hurt, Mike	Joined	11/17/25, 2:56:52 PM
Aaron	Joined	11/17/25, 2:57:05 PM
Clerk Treasurer	Joined	11/17/25, 2:57:27 PM
Matthew Cervini, PE	Joined	11/17/25, 2:57:29 PM
Kathy Chan	Joined	11/17/25, 2:57:47 PM
Edward Company, Sole Proprietor	Joined	11/17/25, 2:58:10 PM
Jim Farr	Joined	11/17/25, 2:58:41 PM
read.ai meeting notes	Joined	11/17/25, 2:58:50 PM
Amanda Kinley	Joined	11/17/25, 2:59:07 PM
Assistant DPW Director	Joined	11/17/25, 2:59:11 PM
Eric Dahlquist	Joined	11/17/25, 2:59:18 PM
Jacqueline N-Fellenzer Eng SDVOB	Joined	11/17/25, 2:59:21 PM
Jacqueline N-Fellenzer Eng SDVOB	Left	11/17/25, 3:09:38 PM
DPW Director	Joined	11/17/25, 2:59:51 PM
Fireflies.ai Notetaker Arsalan	Joined	11/17/25, 3:02:46 PM
Ronald Gecsed	Joined	11/17/25, 3:02:46 PM
Stephen Normandin	Joined	11/17/25, 3:02:46 PM
Michael Weeks	Joined	11/17/25, 3:02:46 PM
Alexia Friend	Joined	11/17/25, 3:02:46 PM
Alexia Friend	Joined	11/17/25, 3:02:46 PM
Alicia Petrulis	Joined	11/17/25, 3:02:47 PM
Jim Welsh	Joined	11/17/25, 3:02:47 PM
Cimino, Joe	Joined	11/17/25, 3:02:47 PM
Michael Madden - Sedge Landscape Architecture PLLC	Joined	11/17/25, 3:02:47 PM
James Smith. STUDIO V	Joined	11/17/25, 3:02:48 PM
Tom Baird	Joined	11/17/25, 3:03:50 PM
Jacqueline N-Fellenzer Eng SDVOB	Joined	11/17/25, 3:09:53 PM
Enid Santiago	Joined	11/17/25, 3:14:28 PM
Aleksandra Popovik	Joined	11/17/25, 3:19:00 PM



BOLTS

C - Stamped crosswalk
 B = RRFBS (Blinking light)



Telephone pole + hydrant on downstream side.

- ① Note - Telephone pole + hydrant on downstream side.
- ② Existing RRFBS
- ③ Stamped Crossing TBI [C]

Q5 & M
 5202/12/01

ATTACHMENT A-2

PROGRAM SPECIFIC TERMS AND CONDITIONS

Program Specific Clauses - Downtown Revitalization Initiative and the New York Forward
(updated 9/1/2024)

A. This Agreement has been entered into pursuant to the following understandings:

1. The Department of State (Department) administers transformative housing, economic development, transportation and community projects through the Downtown Revitalization Initiative (DRI) and the New York Forward (NYF) programs.
2. The State determined to fund Contractor's project, which is described in Attachment C (Program Work Plan).
3. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to an appropriation of funds made in the New York State Capital Projects Budget – Dedicated Infrastructure Investment Fund / Infrastructure Investment Account.
4. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
5. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless all of the following conditions have been met: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with applicable laws, rules, and regulations and is executed by all necessary parties.
6. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate

appendix forms or agreements, which may be subject to approval of the Office of the State Comptroller.

7. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Department's funding of the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, current Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.

3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 for each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage,

liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

- 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors work.
- b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

D. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and/or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, age, creed, race, color, sex, sexual orientation, national origin, marital status, gender identity or expression, domestic violence victim status, disability,

pregnancy-related condition, military status, favorably resolved arrest record, conviction record, predisposing genetic characteristics, familial status, or citizenship or immigration status.

E. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this Contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

F. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

G. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, age, creed, race, color, sex, sexual orientation, national origin, marital status, gender identity or expression, domestic violence victim status, disability, pregnancy-related condition, military status, favorably resolved arrest record, conviction record, predisposing genetic characteristics, familial status, or citizenship or immigration status.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

H. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to public meetings or hearings, relating to the Project.

I. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department

with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

J. Requirements for Contract GIS Products

1. General GIS Product Requirements -- This document is intended to provide specific requirements and file delivery formats for all GIS materials developed in support of NY Department of State (DOS) projects. These work products include map packages/documents, and associated GIS and imagery files that are created for DOS, including but not limited to products created under grants, interagency agreements and contracts. The following general cartographic requirements must be adhered to by the Contractor:

a. Map Products -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). All final map products should be submitted to NYSDOS as an ESRI compatible map package (e.g., mpx, ppx). For any map products which include derived data, a project package (.ppx) is the preferred deliverable but any map package that provides the necessary source data and documentation to replicate the methodology and geoprocessing history used to derive such data is acceptable.

When creating a map package or project package please make sure to use relative paths with the following boxes checked:

- 1) Share outside of organization
- 2) Include toolboxes
- 3) Include history items

b. GIS Data -- All final version spatially enabled files acquired or developed to support mapping and/or spatial analysis through a DOS funded project are considered property of the DOS and are required to be submitted to DOS. This includes but is not limited to all GIS, CAD, and image formatted data. Only final versions of each layer are required for delivery, and must be in an approved format as specified in this document. In addition, all electronic geospatial data, whether vector or raster, must have spatial reference information and be projection defined (have its coordinate system identified and embedded in or associated with the data file), and in the case of CAD data must NOT be in page space or a custom site-specific projection.

c. Deliverable Format -- Contractors responsible for data generation, maintenance, and map/figure production for this task are required to submit all final products as well as all source files and metadata used to derive them on Recordable CD or DVD, external hard drive, via email attachment (size limit of 20MB) or downloadable from an ftp site on the Internet. If the project is complex or contains multiple map packages, a directory structure and readme text file in the upper level directory that describes the structure are required.

File naming conventions should be logical, consistent, and contain no spaces or special characters. An underscore may be used in lieu of a space. A recommended directory structure is as follows:

<Project_Name>

- _ Docs (reports, SOPs, correspondence, and other such documents)
- _ Images (aerial photos, satellite imagery, logos, DEMs, and other raster type data)
- _ Maps (MXDs and PDFs. Map names should use the project name as a prefix)
- _ Shapes (geodatabases, shape files, and other approved vector data formats)
- _ Source (original unmodified data that may have been acquired from external/internal sources)
- _ Tables (MS-Access databases, spreadsheets, delimited text files, or other such tabular data not stored in a geodatabase)
 - i. Final Products: Static Digital maps may be submitted in any standard image format such as JPEG (.jpg), Microsoft Windows bitmap (.bmp), or Tagged Image Format (.tiff), or Adobe Acrobat (.pdf) document. A resolution of 150dpi or more is recommended.
 - ii. Source Files: The underlying map products and associated files shall be provided upon product delivery. Map products shall include a map package wherever possible (e.g. .mpk, .aprx, .ppkx) with the associated data packaged as relative links. If a map document (e.g., MXD) is provided in lieu of a map package then all associated map layers must be provided and referenced as relative paths in the map document. Acceptable vector spatial data formats are file geodatabases (.gdb) and shapefiles (.shp, .shx, .dbf, and .prj at a minimum). Acceptable raster data formats must be compatible with ESRI Arc Info 10.2 or higher and include:
 1. TIFF image with world reference file or as a GeoTIFF (.tif, .tfw)
 2. JPEG image with world reference file (.jpg, .jpw)
 3. ERDAS Imagine image with pyramid file (.img, .ird)
 4. MrSid image (.sid)
 5. ESRI Grid
 6. DEM
 7. TINs - appropriate projection/coordinate system for the area depicted
 8. ESRI TIN

Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.

d. Documentation

- 1) A data dictionary must be included along with the map files describing file contents, file names along with the name, description, data type and length for each attribute in a data table. Metadata must be provided for each file and shall include:
 1. Title- In plain language;
 2. Summary- One or two sentences of information describing what the data is showing
 3. Thumbnail- image of data on map;
 4. Description- A paragraph giving a more in-depth description as to the background of the data, the provider of the data, when the data was last updated. The who, what, why of the data;
 5. Tags/ Descriptive Words- key descriptive words that help focus a user's search;
 6. Bounds of data- Bounding coordinates (N, E, S, W), usage limitation/ general constraints;
 7. Publication Dates: When was the data first published. If it has never been published, we will give a published date when it is published on the Gateway;
 8. Citation Contact- Who produced the data: Organization name and phone number, email, website of the organization and or individual should be provided;
 9. Lineage- information describing the revision history of the data. Start with date of creation, any following update or review dates; and,
 10. Use limitations: Please provide any use limitation for the data and creation methodology.

It is important to understand that deliverables are not considered complete without metadata. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".

- 2) Datums and Coordinate Systems – All vector data and map products should be submitted in geographic coordinate system, decimal degree units, and either NAD83 or WGS84. Raster data, such as aerial photographs, may be submitted in their native projection, and maps should be in the appropriate projection/coordinate system for the area depicted. Where applicable, the National Geodetic Vertical Datum of 1988 (NGVD88) shall be used as the preferred vertical datum.

e. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for

maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.

2. Additional Digital Cartographic File Requirements - The following cartographic construction requirements must be adhered to by the Contractor:
 - a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
 - a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General GIS Product Requirements above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.
4. Contract Database Standards
 - a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
 - b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
 - c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

ATTACHMENT C - WORK PLAN

Enhance the Streetscape along Jersey Avenue

1. Project Description

The City of Port Jervis will advance the Port Jervis Downtown Revitalization Initiative through the following project:

Enhance the Streetscape along Jersey Avenue

This project will enhance the streetscape along Jersey Avenue between Fowler Street and Owen Street, providing accessibility and traffic calming improvements, additional accommodations for pedestrians and bicyclists, and new streetscape amenities.

2. Required Products

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Tasks

Task 1.1 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 1.2 Draft Design

The Contractor shall prepare, or cause to be prepared, a draft design based upon the conceptual designs from the Strategic Investment Plan. The draft design shall include all required maps, tables, data, written discussions, and other information as identified in the contract and subcontract work plans. The draft design shall be provided to the Department for review. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products: Draft design and supporting materials.

Task 1.3 Environmental Quality Review

The Contractor shall prepare, or cause to be prepared, all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 1.4 Final Design and Construction Documents

The Contractor shall prepare, or cause to be prepared, the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department for review. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 1.5 Permits

The Contractor shall prepare, or cause to be prepared, the necessary permits or other approval applications and obtain the required permits or approvals. Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria for State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Products: Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Task 1.6 Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

The Contractor shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule with payments tied to receipt of products/project milestones, and project costs. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 1.7 Project Signage

The Contractor shall install, or cause to be installed, a sign satisfactory to the Department identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 1.8 Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents – including any site remediation as necessary to remove contaminated soil. The Contractor shall provide, or cause to be provided, notification to the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

The Contractor and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.

Task 1.9 Completion of Project

Following satisfaction of punch list items, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor shall submit, or cause to be submitted, two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Task 2.1 MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).
- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

Products: MWBE directory lists for each procurement opportunity; Ongoing reporting through NYSCS during the life of the contract.

Task 2.2 Project Status Reports

The Contractor shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 2.3 Final Project Summary Report

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report. Final payment shall not be authorized until this report has been completed and filed with project deliverables.

Products: Completed Final Project Summary Report submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.

- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract number as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.