

Michael W. Bloomberg
Mayor

The City of New York
Department of Transportation
Division of Bridges

Iris Weinshall
Commissioner

REQUEST FOR PROPOSALS

FOR

**TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
COMPONENT REHABILITATION OF 10 BRIDGES**

BOROUGHS OF THE BRONX AND MANHATTAN

CONTRACT NO.: HBCR01B

PIN: 84105MBBR074

<u>Location</u>	<u>Bin. No</u>
East 162 nd Street over Metro North Railroad	2-24162-0
East 165 th street over Metro North Railroad	2-24163-0
Moshulu Parkway over NYCRR abandoned	2-23030-0
Riverside Drive over West 138 th Street	2-24698-0
Riverside Drive over West 145 th Street	2-26713-0
Leggett Ave over Amtrak	2-24113-9
Grand Concourse over East 167 th Street	- 2-24228-0
Southern Boulevard over Bronx & Pelham	2-24202-9
East 180 th Street over Bronx River	2-24240-0
East 187 th Street over Metro North Railroad	2-24182-0

RELEASE DATE OF THE RFP: APRIL 3, 2006

CONSTRUCTION ESTIMATE COST: \$3,803,000

**ANTICIPATED CONTRACT TERM: 1,825 Consecutive Calendar Days from the Date of
Written Notice to Proceed.**

AUTHORIZED AGENCY CONTACT PERSON

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

Dr. Paul-Michael Kazas
Director, Capital Procurement
2 Rector Street, 8th Floor
New York, NY 10006
Telephone: (212) 442-7654
Fax: (212) 442-9885



New York City Department of Transportation

Agency Chief Contracting Officer
40 Worth Street, Room #1228
New York, New York 10013
Tel: 212/442-7749
Fax: 212/442-7449

Iris Weinshall, Commissioner

Web: www.nyc.gov/dot

April 3, 2006

Re: Request for Proposals for
Total Design and Construction Support Services for
Component Rehabilitation of 10 Bridges in the
Boroughs of the Bronx and Manhattan
Contract No. HBCR01B
PIN No. 84105MBBR074

To Whom It May Concern:

I am pleased to invite your organization to submit a proposal for Engineering Services to assist the Division of Bridges with its Capital Infrastructure Improvement Program. Specifically, the proposal will be for Engineering Services in connection with the above noted contract.

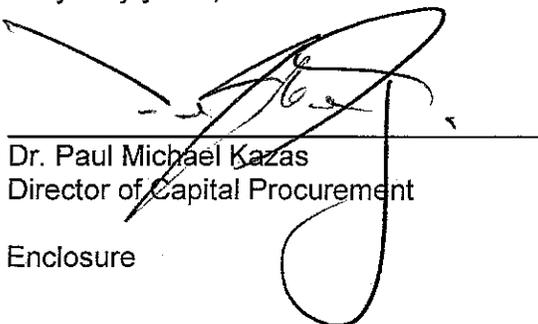
Enclosed for your use in developing your proposal is a set of forms with instructions for the above-referenced project. Be further advised that the selected proposer should not subcontract more than 49% of the contract work. You should follow the submittal instructions carefully.

You should hand deliver your proposal, as indicated in Section IV of the RFP, to the **NYC Department of Transportation, Contract Section, 8th Floor - Room 824A, 40 Worth Street, New York, New York 10013 on or before April 27, 2006 between the hours of 9:00am and 2:00pm only on business days.**

In order that we can expeditiously disseminate additional information regarding this RFP, please complete the attached "**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS FORM**" and return to Dr. Paul Michael Kazas within 48 Hours of receipt of this RFP by Fax: (212) 442-9885.

If you have any questions concerning this invitation please call (212) 442-7654.

Very truly yours,



Dr. Paul Michael Kazas
Director of Capital Procurement

Enclosure

ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS

WE STRONGLY RECOMMEND THAT YOU FAX THIS SHEET TO US TO ENSURE THAT YOU RECEIVE ALL FUTURE ADDENDA

ATTN.: DR. PAUL-MICHAEL KAZAS- FAX: (212) 442-9885

WE WILL PARTICIPATE IN THE RFP - SEND ANY TECHNICAL ADDENDA TO THE CONTACT PERSON LISTED BELOW:

Consultant:		
Address:		
City	State	ZIP
Contact Person:	Phone #	
RFP Contract Number (Fill in): Contract No. HBCR01B , PIN 84105MBBR074		Fax #
RFP Contract Title (Fill in): TD/CSS for the Component Rehabilitation of 10 Bridges, Boroughs of the Bronx and Manhattan		

OR

WE DO NOT PLAN TO SUBMIT A PROPOSAL, BECAUSE (Please check as many as apply).

Please check **all** the reasons that apply and return this form to Dr. Paul Michael Kazas
Fax: (212)442-9885.

- 1) Size of this contract is not within the interest of consultant.
- 2) Consultant had an insufficient amount of time to prepare proposal. (Please give the date that the Consultant acquired RFP and any other pertinent information.)
- 3) Contract work not within the specialty of the Consultant. (Please cite Consultant's area of specialty.)
- 4) Other. (Please explain in comment section below.)
- 5) Please remove me from your solicitation list.

Comments: (Please use additional sheets if necessary)

Signature

Title

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SECTION I - TIMETABLE

A. **Release Date of the Request for Proposals:** April 3, 2006

B. **Pre-Proposal Conference:** N/A

C. **Site Visit and/or Inspection of Materials**

Site visits are not necessary, however, inspection folders are available for your review upon request. Appointments to review the materials must be made with the Authorized Agency Contact Person.

D. **Proposal Due Date and Time and Location:**

Date: **APRIL 27, 2006**
Time: **NO LATER THAN 2:00 PM**
Location: **NYCDOT Contract Section**
40 Worth Street Room 824A,
New York, New York 10013.

Proposals should be hand delivered to NYCDOT Contract Section located at 40 Worth Street, 8th Floor, Room 824A, New York, New York 10013, between the hours of 9am-2pm only.

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

Proposals received at this Location after the Proposal Due Date and Time are late and will not be accepted by the agency, except as provided under New York City's Procurement Policy Board Rules.

The agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the agency issues a written addendum to this RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

E. **Anticipated Contract Start Date:** **May 2007**

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of the RFP

The Agency is seeking an appropriately qualified vendor to provide Total Design and Construction Support Services that includes the preparation of designs, bridge studies, preliminary design, final design, the preparation of construction support documents; and bid analysis services in support of the letting of the construction for the Bridge Component Rehabilitation of the following 10 bridges:

<u>Location</u>	<u>Bin. No</u>
East 162 nd Street over Metro North Railroad	2-24162-0
East 165 th street over Metro North Railroad	2-24163-0
Moshulu Parkway over NYCRR abandoned	2-23030-0
Riverside Drive over West 138 th Street	2-24698-0
Riverside Drive over West 145 th Street	2-26713-0
Leggett Ave over Amtrak	2-24113-9
Grand Concourse over East 167 th Street	2-24228-0
Southern Boulevard over Bronx & Pelham	2-24202-9
East 180 th Street over Bronx River	2-24240-0
East 187 th Street over Metro North Railroad	2-24182-0

B. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this RFP will be **1825** consecutive calendar days from the date of written notice to proceed until final completion of the construction contract. The agency reserves the right, prior to contract award, to determine the length of the contract term

Anticipated Time Required for completion of Phase I, Preliminary Design Services: **240** consecutive calendar days.

Anticipated Time Required for completion of Phase II, Final Design services: **490** consecutive calendar days.

Anticipated Time Required for completion of Phase III, Construction Support Services: **1,095** consecutive calendar days.

C. Anticipated Payment Structure

It is anticipated that the payment structure for the contract awarded from this RFP will be based on a combination of direct technical salary costs times a multiplier, specified direct costs subject to an overall "not-to-exceed" fee (upset amount) and performance outcome measures and related financial incentives and/or disincentives. The multiplier shall be applied only to technical salary costs and shall be considered as including provisions for indirect costs (overhead) and profit. However, DOT will consider proposals to structure payment in a different manner and reserves the right to select any payment structure that is in the City's best interest.

SECTION III - SCOPE OF SERVICES

A. Agency Goals and Objectives

The agency's goals and objectives are to acquire quality Total Design and Construction Support Services to ensure the safety of New York City bridges in relation to their structural integrity and repair.

B. Agency Assumptions Regarding Consultant Approach

The agency's assumptions regarding which approach will best achieve the goals and objectives set out above are reflected in the Proposed Contractual Agreement. (See Attachment A)

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all the information requested in the format below.

The RFP package should consist of four (4) individually sealed components as listed below, each bound in an 8 1/2" x 11" plastic spiral binding. No pictures or drawings should be included, except for the cover. The cover should be hard cardboard or laminated plastic, the cover should feature the name of the responding firm(s) and the contract name and number. Responses should be typed using 12 point font. Responses on pre-printed forms should be no smaller than 8 point font, and then only when necessary. The response may include a one page bound transmittal letter, which summarizes the respondent's understanding of the project and its ability to successfully accomplish the job. Each section should be tabbed and labeled to correspond with each section listed (i.e. 1T, 2T, 3T, 4T, 5T, 6T, Form 4T1A, Form 4T2A & Form 4T3, Form 4T1B, Form 4T2B and Form 4T3).

The proposal will be evaluated on the basis of its content, not length.

A. Proposal Format

Component 1: Procedural Forms

A Procedural Forms packet has been supplied with this Request for Proposals and should be fully completed and included in your proposal package as follows:

FORM 1P	PROPOSAL COVER LETTER
FORM 2P	ACKNOWLEDGEMENT OF ADDENDA
FORM 3P	AFFIRMATION FORM

The Original Procedural Forms Packet which should include completion of all Procedural forms, required procedural documents, signed certifications and Supplementary information.

Component 2: Proposal Forms

A Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and included in your proposal package as follows:

FORM 1T	QUALITY & RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)
FORM 2T	PROPOSED STAFF (RESUMES)
FORM 3T	STAFF EXPERIENCE
FORM 4T	JOB TITLES & HOURS PROPOSED
FORM 5T	OVERALL APPROACH
FORM 6T	NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS.)

Component 3: Cost Proposal

A Cost Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and included in your proposal package as follows:

COST PROPOSAL A

FORM 4T1A	LABOR COST PROPOSAL (FOR EACH BRIDGE)
FORM 4T2A	COST PROPOSAL SUMMARY (FOR EACH BRIDGE)
FORM 4TA	COST PROPOSAL GRAND TOTAL & SUMMARY
FORM 4T3	PERFORMANCE OUTCOME MEASURES AND FINANCIAL INCENTIVES AND/OR DISINCENTIVES

COST PROPOSAL B

FORM 4T1B	LABOR COST PROPOSAL
FORM 4T2B	COST PROPOSAL SUMMARY
FORM 4TB	COST PROPOSAL GRAND TOTAL & SUMMARY
FORM 4T3	PERFORMANCE OUTCOME MEASURES AND FINANCIAL INCENTIVES AND/OR DISINCENTIVES

NOTE:* FORM 4T1 (COLUMNS 3, 4 AND 5) AND FORM 4T2 (COLUMNS 2, 3, 4 AND 5) FOR BOTH A & B COST PROPOSALS ARE TO BE COMPLETED AND SUBMITTED AS PART OF YOUR COST PROPOSAL PACKET.

Proposers should submit **two (2) different cost proposals** in their cost proposal packet. The two (2) cost proposals should contain the following information:

Cost Proposal A should include: Form 4T1A, Form 4T2A, and Form 4TA which employ a multiplier that is locked in for the first phase of the project and subject to audit for successive phases of the contract - allowing for fluctuation related to changes in overhead costs.

Cost Proposal B should include: Form 4T1B, Form 4T2B, and Form 4TB which employ a multiplier that will be locked in for the all phases of the contract.

Performance Outcome Measures and Financial Incentives and/or Disincentives

Performance outcome measures and their related financial incentives and/or disincentives should be proposed in Form 4T3. List and describe desired performance outcomes or targets for the work to be performed by the proposer under the contract along with the related financial incentives and/or disincentives that could potentially be applied to the contract. The proposer's proposed performance outcome measures and related financial incentives and/or disincentives may be considered by the agency while awarding the contract and structuring its payments to consultants.

Component 4: Multiplier Form

This form (Attachment F), which is for informational purposes only, should be included in your submittal package as a separate envelope labeled "Multiplier Form". The form requests that you list two (2) different multipliers. The first multiplier, referred to as "Multiplier A", is a multiplier that is locked in for the first phase of the project and subject to audit for successive phases of the contract – allowing it to fluctuate given a change in overhead costs. The second multiplier, referred to as "Multiplier B", is a multiplier that will be locked in for the duration of the contract through all phases. While the information provided will not be scored, it may be considered by the agency while awarding the contract and structuring its payments to the consultant.

All components should be individually sealed and labeled (i.e., Component 1, Component 2, Component 3 and Component 4) to indicate the contents of each package and placed in an outer envelope or wrapper. All component packages, outer envelope or wrappers shall be addressed as follow:

Proposer's Name Address	NYCDOT Contract Section 40 Worth Street 8th Floor, Room 824A New York, New York 10013
PIN No. 84105MBBR074 CONTRACT NO. HBCR01B TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR COMPONENT REHABILITATION OF 10 BRIDGES BOROUGH OF THE BRONX AND MANHATTAN PROPOSAL SUBMISSION DEADLINE IS APRIL 27, 2006. NO LATER THAN 2:00 PM	

The individually sealed proposals should be submitted at the time and place as indicated in Section I, Timetable.

B. Proposal Package Contents (“Checklist”)

CHECKLIST FOR RFP

The Proposal Packet should contain the following materials. Proposers should utilize this section as a checklist to ensure completeness prior to submitting their proposal to the Agency.

COMPONENT 1: Submit one original set

- 1P Proposal Cover Letter
- 2P Acknowledgment of Addenda
- 3P Affirmation Form

COMPONENT 2: Submit one original and three copies

- 1T Quality and Relevance of Prior Experience (Firm in General)
- 2T Proposed Staff (Resumes)
- 3T Staff Experience
- 4T Job Titles and Hours Proposed
- 5T Overall Approach
- 6T NYCDOT Workload Disclosure (2 pgs.)

COMPONENT 3: COST PROPOSAL – Submit one original and three copies

COST PROPOSAL “A”

- 4T-1A Labor Cost Proposal
- 4T-2A Cost Proposal Summary
- 4TA Grand Total & Summary
- 4T-3 Performance Outcome Measures and Financial Incentives and/or Disincentives

COST PROPOSAL “B”

- 4T-1B Labor Cost Proposal
- 4T-2B Cost Proposal Summary
- 4TB Grand Total & Summary
- 4T-3 Performance Outcome Measures and Financial Incentives and/or Disincentives

COMPONENT 4: Submit one original

- MULTIPLIER FORM (Attachment F)

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures.

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requirements of this RFP. Proposals that are determined by the agency to be non-responsive will be eliminated from further consideration. The agency's Consultant Selection Committee will evaluate and rate all responsive proposals based on the Evaluation Criteria prescribed below.

The ratings by the CSC members will be added and averaged for each firm in order to establish the technical evaluation ranking and ratings. Based on these rankings at least the top three (3) rated proposers and any other proposer whose rating is within five (5%) percent of the third ranked proposer will be short listed. If the Department determines that there are less than three (3) technically viable proposals, then a short list of only technically viable firms will be established. In cases where less than three (3) proposals are received NYCDOT will determine whether it will continue the selection process with fewer proposals or re-issue the RFP.

Based on the nature of the solicitation, NYCDOT may require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate or clarify the information contained in their proposals. Subsequent to any such presentations, the CSC will prepare revised rating sheets.

Although discussions may be conducted with proposers submitting acceptable proposals, the agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic and cost terms.

B. Evaluation Criteria.

The Consultant Selection Committee will rate all responsive proposals based on the following technical criteria.

	TOTAL DESIGN
1. Quality & Relevance of Prior Experience	
- Proposed staff (Resumes)	35%
- Firm in general	20%
2. Quality of Proposal	
- Overall (project understanding)	20%
- Approach	15%
- Innovation	5%
3. Workload/ Staff Availability	5%
	100%

C. Basis for Contract Award.

In accordance with the NYC Charter, the Department of Transportation 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 who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1225, New York, NY 10007; the telephone number is (212) 669-3059. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.
- B. Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010.
- C. General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A"- General Provisions Governing Contracts for Consultants, Professional and Technical Services' or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. If a copy of the applicable document is not attached, it is available through the Authorized Agency Contact Person.
- D. Contract Award.** Contract award is subject to each of the following applicable conditions: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Certificate 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.
- 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. Charter Section 312(a) Certification.**
- The New York City Department of Transportation has determined that the contract to be awarded through this Request for Proposals (PIN 84105MBBR074) for Total Design and Construction Support Services, for the Component Rehabilitation of 10 Bridges, Boroughs Of The Bronx And Manhattan, will not directly result in the displacement of any New York City employee.


Assistant Commissioner Signature

2/17/06
Date

SECTION VII

ATTACHMENTS

- A) Proposed Contractual Agreement**
- B) General Provisions (Appendix A2)**
- C) Procedural Forms Packet**
- D) Proposal Forms Packet**
- E) Cost Proposal Forms Packet**
- F) Multiplier Form**

SECTION VII

A) PROPOSED CONTRACTUAL AGREEMENT

TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR COMPONENT REHABILITATION OF 10 BRIDGES

BOROUGHES OF THE BRONX AND MANHATTAN

CONTRACT NO.: HBCR01B

PIN: 84105MBBR074

<u>Location</u>	<u>Bin. No</u>
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Southern Boulevard over Bronx & Pelham	2-24202-9
East 180 th Street over Bronx River	2-24240-0
East 187 th Street over Metro North Railroad	2-24182-0

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: E162nd Street
FEATURE CROSSED: Metro – North RR
BOROUGH OF BRONX
BIN 2-24162-0

The rehabilitation of this bridge is required based on the 2003 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 5.181 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work includes bridge seat repair, pedestal repair, resetting/repair bearings, approach pavements repairs, cleaning & painting signs and maintenance and protection of traffic – MPT.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-24162-0

YEAR BUILT : 1888

FEATURE CARRIED : E 162nd Street

FEATURE CROSSED: Metro – North RR

TYPE OF EXISTING SUPERSTRUCTURE : 1 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

N East/S West Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

S West Limits: 200 Feet beyond abutment
N East Limits: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 16

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING*	\$ 0
SOILS INVESTIGATION PROGRAM:	\$ 0
ENCASEMENT REMOVAL	\$ 0
PERMITS/ SAMPLING/ TESTING	\$ 4,000
SURVEY FOR HYDRAULIC STUDY	\$ 0
HYDRAULIC STUDY	\$ 0
FORCE ACCOUNT:	\$ 5,000
	<u>\$ 9,000</u>

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION:	\$ 0
STEEL SAMPLING:	\$ 0
FLAGGED CONDITIONS:	\$ 4,000
ULURP PROCESS:	\$ 0
TITLE EXAMINATIONS:	\$ 0
	<u>\$ 4,000</u>

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM:	\$ 0
FORCE ACCOUNT:	\$ 10,000
	<u>\$ 10,000</u>

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS:	\$ 6,000
	<u>\$ 6,000</u>

AVAILABILITY OF:

REMARKS

PLANS OF EXISTING BRIDGE

BRIDGE INSPECTION & CONDITION REPORT Y

BRIDGE INVENTORY LISTING

N

DATED: 2/23/2002

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS, VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD. ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN: 2-24162-0

E 162nd Street over Metro – North RR

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: E 165th Street
FEATURE CROSSED: Metro – North RR
BOROUGH OF BRONX
BIN 2-24163-0

The rehabilitation of this bridge is required based on the 2003 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 5.0 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include curbs repair, sidewalks repair, brick refacing, brick & masonry repointing, approach pavements repair, utility support repair, signs and maintenance & protection of traffic – MPT.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-24163-0

YEAR BUILT : 1897

FEATURE CARRIED : E 165th Street

FEATURE CROSSED: Metro – North RR

TYPE OF EXISTING SUPERSTRUCTURE : 1 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

East/West Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

West Limits: 200 Feet beyond abutment
East Limits: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 18

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING*	\$ 0
SOILS INVESTIGATION PROGRAM:	\$ 0
ENCASEMENT REMOVAL	\$ 0
PERMITS/ SAMPLING/ TESTING	\$ 4,000
SURVEY FOR HYDRAULIC STUDY	\$ 0
HYDRAULIC STUDY	\$ 0
FORCE ACCOUNT:	<u>\$ 5,000</u>
	<u>\$ 9,000</u>

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION:	\$ 0
STEEL SAMPLING:	\$ 0
FLAGGED CONDITIONS:	\$ 5,000
ULURP PROCESS:	\$ 0
TITLE EXAMINATIONS:	<u>\$ 0</u>
	<u>\$ 5,000</u>

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM:	\$ 0
FORCE ACCOUNT:	<u>\$ 15,000</u>
	<u>\$ 15,000</u>

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS:	<u>\$ 6,000</u>
	<u>\$ 6,000</u>

AVAILABILITY OF:	Y	N	REMARKS
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PLANS OF EXISTING BRIDGE		N	
BRIDGE INSPECTION & CONDITION REPORT	Y		DATED: <u>4/10/2002</u>
BRIDGE INVENTORY LISTING			

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS, VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD. ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN: 2-24163-0

E 165th Street over Metro – North RR

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: Moshulu Parkway
FEATURE CROSSED: NYCRR abandoned
BOROUGH OF BRONX
BIN 2-23030-0

The rehabilitation of this bridge is required based on the 2002 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.84 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include concrete repair, cracks repair, construction signs and maintenance & protection of traffic.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-23030-0

YEAR BUILT : 1939

FEATURE CARRIED : Moshulu Parkway

FEATURE CROSSED: NYCRR abandoned

TYPE OF EXISTING SUPERSTRUCTURE : 1 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

S East/ N West Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

S West Limits: 200 Feet beyond abutment
N East Limits: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 18

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING* \$ 2000
SOILS INVESTIGATION PROGRAM: \$ 5,000
ENCASEMENT REMOVAL \$ 0
PERMITS/ SAMPLING/ TESTING \$ 3,000
SURVEY FOR HYDRAULIC STUDY \$ 0
HYDRAULIC STUDY \$ 0
FORCE ACCOUNT: \$ 5,000
\$ 15,000

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION: \$ 0
STEEL SAMPLING: \$ 0
FLAGGED CONDITIONS: \$ 5,000
ULURP PROCESS: \$ 0
TITLE EXAMINATIONS: \$ 0
\$ 5,000

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM: \$ 5,000
FORCE ACCOUNT: \$ 10,000
\$ 15,000

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS: \$ 5,000
\$ 5,000

AVAILABILITY OF:

REMARKS

PLANS OF EXISTING BRIDGE

BRIDGE INSPECTION & CONDITION REPORT Y

BRIDGE INVENTORY LISTING

N

DATED: 10/29/2002

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS,

VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD.

ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN: 2-23030-0

Moshulu Parkway over NYCRR abandoned

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: RIVERSIDE DRIVE
FEATURE CROSSED: W 138TH STREET
BOROUGH OF MANHATTAN
BIN 2-24698-0

The rehabilitation of this bridge is required based on the 2002 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.958 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include bearing repair / replacement, sidewalk repairs, approach pavement repairs, concrete repair to crash walls, crack repair, maintenance & protection of traffic.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-24698-0

YEAR BUILT : 1920

FEATURE CARRIED : Riverside Drive

FEATURE CROSSED: W 138th Street

TYPE OF EXISTING SUPERSTRUCTURE : 1 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

N East/ S West Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

S West Limits/ N East: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 16

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING* \$ 2000
SOILS INVESTIGATION PROGRAM: \$ 3,000
ENCASEMENT REMOVAL \$ 0
PERMITS/ SAMPLING/ TESTING \$ 5,000
SURVEY FOR HYDRAULIC STUDY \$ 0
HYDRAULIC STUDY \$ 0
FORCE ACCOUNT: \$ 0
\$ 10,000

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION: \$ 0
STEEL SAMPLING: \$ 0
FLAGGED CONDITIONS: \$ 5,000
ULURP PROCESS: \$ 0
TITLE EXAMINATIONS: \$ 0
\$ 5,000

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM: \$ 5,000
FORCE ACCOUNT: \$ 0
\$ 5,000

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS: \$ 5,000
\$ 5,000

AVAILABILITY OF:

REMARKS

PLANS OF EXISTING BRIDGE

BRIDGE INSPECTION & CONDITION REPORT Y
BRIDGE INVENTORY LISTING

N
DATED: 4/23/2002

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS, VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD. ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN : 2-24698-0

FEATURE CARRIED :Riverside Drive

FEATURE CROSSED: W 138th Street

Target A
90

Target B
150

Target C
150

Target D
150

Target E
190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: RIVERSIDE DRIVE
FEATURE CROSSED: W 145TH STREET
BOROUGH OF MANHATTAN
BIN 2-26713-0

The rehabilitation of this bridge is required based on the 2002 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.778 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include concrete repair to abutments, pedestals repairs, approach pavement & joints repairs, sidewalks repair, embankments repairs and maintenance & protection of traffic – MPT.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-26713-0

YEAR BUILT : 1930

FEATURE CARRIED : Riverside Drive

FEATURE CROSSED: W 145th Street

TYPE OF EXISTING SUPERSTRUCTURE : 1 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

North/South Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

South Limits/ North: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 16

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING* \$ 2,000
SOILS INVESTIGATION PROGRAM: \$ 5,000
ENCASEMENT REMOVAL \$ 0
PERMITS/ SAMPLING/ TESTING \$ 3,000
SURVEY FOR HYDRAULIC STUDY \$ 0
HYDRAULIC STUDY \$ 0
FORCE ACCOUNT: \$ 0
\$ 10,000

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION: \$ 0
STEEL SAMPLING: \$ 0
FLAGGED CONDITIONS: \$ 5,000
ULURP PROCESS: \$ 0
TITLE EXAMINATIONS: \$ 0
\$ 5,000

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM: \$ 5,000
FORCE ACCOUNT: \$ 0
\$ 5,000

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS: \$ 5,000
\$ 5,000

AVAILABILITY OF:

REMARKS

PLANS OF EXISTING BRIDGE

BRIDGE INSPECTION & CONDITION REPORT Y

BRIDGE INVENTORY LISTING

N
DATED: 6/11/2003

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS, VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD. ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN : 2-26713-0

FEATURE CARRIED : Riverside Drive **FEATURE CROSSED**: W 145th
Street

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: Leggett Ave.
FEATURE CROSSED: AMTRAK
BOROUGH OF BRONX
BIN 2-24113-9

The rehabilitation of this bridge is required based on the 2000 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.5 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include unclassified excavations, crack repairs, repointing, concrete slabs repairs, reset replace railing / paving and maintenance & protection of traffic - MPT.

The construction contract scope of work include unclassified excavations, crack repairs, repointing, concrete slabs repairs, reset replace railing / paving and maintenance & protection of traffic – MPTI

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN: 2-24113-9

Leggett Ave. over AMTRAK

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: Grand Concourse
FEATURE CROSSED: E 167th Street
BOROUGH OF BRONX
BIN 2-24228-0

The rehabilitation of this bridge is required based on the 2003 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.718 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include bridge seat repairs, stringer replacement & deck repair steel repairs, replace railing & sidewalks, abutment repairs, approach pavement repair, track rails & grade beam repairs, masonry & scupper repair, pile remove – timber pile and maintenance & protection of traffic – MPT.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-24228-0

YEAR BUILT : 1923

FEATURE CARRIED : Grand Concourse

FEATURE CROSSED: E 167th Street

TYPE OF EXISTING SUPERSTRUCTURE : 2 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

North/ South Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

South Limits: 200 Feet beyond abutment
North Limits: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 20

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING* \$ 2000
SOILS INVESTIGATION PROGRAM: \$ 5,000
ENCASEMENT REMOVAL \$ 0
PERMITS/ SAMPLING/ TESTING \$ 4,000
SURVEY FOR HYDRAULIC STUDY \$ 0
HYDRAULIC STUDY \$ 0
FORCE ACCOUNT: \$ 0
\$ 11,000

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION: \$ 0
STEEL SAMPLING: \$ 0
FLAGGED CONDITIONS: \$ 6,000
ULURP PROCESS: \$ 0
TITLE EXAMINATIONS: \$ 0
\$ 6,000

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM: \$ 5,000
FORCE ACCOUNT: \$ 5,000
\$ 10,000

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS: \$ 6,000
\$ 6,000

AVAILABILITY OF:

REMARKS

PLANS OF EXISTING BRIDGE

BRIDGE INSPECTION & CONDITION REPORT Y

BRIDGE INVENTORY LISTING

N

DATED: 8/21/2002

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS, VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD. ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN: 2-24228-0

Grand Concourse over E 167th Street

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN

SCOPE OF WORK

FEATURE CARRIED: Southern Blvd.

FEATURE CROSSED: Bronx & Pelham

BOROUGH OF BRONX

BIN 2-24202-9

The rehabilitation of this bridge is required based on the 2002 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.933 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include under deck patching, under deck crack repair, replace lighting standard, repair railing – parapets, repair railing approaches, scupper repairs, repointing and maintenance and protection of traffic – MPT.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard featurelist. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-24202-9

YEAR BUILT : 1962

FEATURE CARRIED : Southern Blvd.

FEATURE CROSSED: Bronx & Pelham

TYPE OF EXISTING SUPERSTRUCTURE : 2 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

North/ South Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

South East Limits: 200 Feet beyond abutment
North West Limits: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 20

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING*	\$ 0
SOILS INVESTIGATION PROGRAM:	\$ 5,000
ENCASEMENT REMOVAL	\$ 0
PERMITS/ SAMPLING/ TESTING	\$ 3,000
SURVEY FOR HYDRAULIC STUDY	\$ 0
HYDRAULIC STUDY	\$ 0
FORCE ACCOUNT:	\$ 0
	\$ 8,000

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION:	\$ 0
STEEL SAMPLING:	\$ 0
FLAGGED CONDITIONS:	\$ 5,000
ULURP PROCESS:	\$ 0
TITLE EXAMINATIONS:	\$ 0
	\$ 5,000

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM:	\$ 0
FORCE ACCOUNT:	\$ 3,000
	\$ 3,000

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS:	\$ 3,000
	\$ 3,000

AVAILABILITY OF:

REMARKS

PLANS OF EXISTING BRIDGE

BRIDGE INSPECTION & CONDITION REPORT Y

BRIDGE INVENTORY LISTING

N

DATED: 6/04/2002

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS, VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD. ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN: 2-24202-9

Southern Blvd. over Bronx & Pelham

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: E 180th Street
FEATURE CROSSED: Bronx River
BOROUGH OF BRONX
BIN 2-24240-0

The rehabilitation of this bridge is required based on the 2002 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.278 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include bearing repair / replace, median barrier repair, bridge seat repair backwall & abutment repair, approach pavement repair, under deck patching, overhang bracket (steel) repair, signs and maintenance & protection of traffic – MPT.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Preparation of Preliminary plans for the elements to be rehabilitated or replaced.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN : 2-24240-0

FEATURE CARRIED : E 180th Street **FEATURE CROSSED:** Bronx River

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

TOTAL DESIGN
SCOPE OF WORK
FEATURE CARRIED: E 187th Street
FEATURE CROSSED: Metro – North RR
BOROUGH OF BRONX
BIN 2-24182-0

The rehabilitation of this bridge is required based on the 2002 NYSDOT field inspection report, site visit and engineering evaluation. A rating of 4.54 has been given as a general recommendation rating in the referenced inspection report.

The construction contract scope of work include bridge under deck patching, anchor bolt replace, seal cracks in wearing surface, utilities repair, signs and maintenance & protection of traffic – MPT.

The Scope of Work shall include, **but not be limited,** to the following major elements:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme.

Coordinates with all affected agencies and obtain design approval.

Prepare final documents for the preliminary design.

Provide Maintenance and Protection of Traffic plans for the construction period.

Prepare Final Design and Final Contract Documents.

Perform Construction Support Services.

TOTAL DESIGN SERVICES

BRIDGE PROJECT DATA

BIN : 2-24182-0

YEAR BUILT : 1889

FEATURE CARRIED : E 187th Street

FEATURE CROSSED: Metro – North RR

TYPE OF EXISTING SUPERSTRUCTURE : 1 Span/ Steel Stringer / Multi Beam - Girder

RECONSTRUCTION LIMITS :

East/West Limits: 100 Feet beyond abutments
50 Feet beyond fascia line

SURVEY LIMITS :

West Limits: 200 Feet beyond abutment
East Limits: 200 Feet beyond abutment
100 Feet beyond fascia line

SEISMIC ASSESSMENT :

ESTIMATED NUMBER OF PRELIMINARY PLANS : 10

ESTIMATED NUMBER OF FINAL PLANS : 16

PRELIMINARY DESIGN BUDGETARY ALLOWANCES :

CORING*	\$ 2,000
SOILS INVESTIGATION PROGRAM:	\$ 5,000
ENCASEMENT REMOVAL	\$ 0
PERMITS/ SAMPLING/ TESTING	\$ 4,000
SURVEY FOR HYDRAULIC STUDY	\$ 0
HYDRAULIC STUDY	\$ 0
FORCE ACCOUNT:	\$ 5,000
	\$ 16,000

PRELIMINARY DESIGN CONTINGENCY ALLOWANCES :

UNDERWATER INSPECTION:	\$ 0
STEEL SAMPLING:	\$ 0
FLAGGED CONDITIONS:	\$ 5,000
ULURP PROCESS:	\$ 0
TITLE EXAMINATIONS:	\$ 0
	\$ 5,000

FINAL DESIGN BUDGETARY ALLOWANCES :

SOILS INVESTIGATION PROGRAM:	\$ 5,000
FORCE ACCOUNT:	\$ 15,000
	\$ 20,000

FINAL DESIGN CONTINGENCY ALLOWANCES :

FLAGGED CONDITIONS:	\$ 5,000
	\$ 5,000

AVAILABILITY OF:

REMARKS

PLANS OF EXISTING BRIDGE

BRIDGE INSPECTION & CONDITION REPORT Y

BRIDGE INVENTORY LISTING

N

DATED: 3/08/2002

(1) THE INDICATED REPORT IS AVAILABLE AT THE CITY'S OFFICE

TRAFFIC DATA COLLECTION REQUIREMENTS:

CURRENT VEHICULAR TRAFFIC COUNTS SHALL BE PERFORMED FOR 7 CONSECUTIVE DAYS, 24 HRS / DAY; CURRENT TURNING MOVEMENTS,

VEHICULAR CLASSIFICATION AND PEDESTRIAN COUNTS SHALL BE PERFORMED FOR 7 DAYS FOR THE PEAK PERIOD.

ALL OF THE ABOVE COUNTS SHALL BE PERFORMED IN THE PEAK SEASON AS DIRECTED BY THE ENGINEER.

*NOTE: IF DECK CORING IS NOT PERFORMED, THE ENGINEER SHALL PROVIDE A SUBSTITUTION FOR THE OVERLAY RECONSTRUCTION ALTERNATIVE IN THE BRPR, IF POSSIBLE

TABLE 1

Preliminary and Final Design Services
Time of Completion Schedule

Following are the Calendar Day Requirements for:

BIN: 2-24182-0

E 187th Street over Metro – North RR

<u>Target A</u>	<u>Target B</u>	<u>Target C</u>	<u>Target D</u>	<u>Target E</u>
90	150	150	150	190

NOTES:

Targets A & B are for Preliminary design part of Total Design contract.

Target Date A:

Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare BRPR and Inspection report.

Target Date B:

Preparation of Preliminary plans for the elements to be rehabilitated or replaced. Deliver preliminary plans with round one all agency comments incorporated into plans.

Target Date C:

Coordinate with all affected agencies and obtain design approval for final plans.

Target Date D:

Prepare documents for the final design and plans.

Target Date E:

Deliver Final Design and Final Contract Documents.

II. SPECIFIC REQUIREMENTS

A. PROJECT COORDINATION

INCLUDED HEREUNDER ARE THE MAJOR TASKS AND SERVICES WHICH SHALL BE PROVIDED BY THE CONSULTANT FOR THE PROJECT BRIDGE(S) AND BE PERFORMED DURING PRELIMINARY DESIGN AND FINAL DESIGN:

1. The Consultant shall assemble and review all record data for the project. The Consultant shall conduct formal interviews with all governmental and non-governmental personnel, as directed by the Commissioner and as required for the efficient and thorough completion of the project, in order to ascertain all existing concerns, issues, problems and programs directly related to the project. The Consultant shall fully coordinate all activities under the project with all Federal/State/City Agencies, public/private utilities or organized groups which, in the opinion of the Commissioner and/or the Consultant, are necessary for the development of a fully coordinated Project. The Consultant shall assemble and review all available reports, designs, surveys, maps, plans, documents, maintenance records, traffic counts, alignment maps, as-built drawings, construction photographs and accident records related to the bridge, including the latest NYCDOT and NYSDOT Bridge Inspection and Condition Reports, and Bridge Inventory Listing, from the Department as required during the course of this contract. Requirements of private and public utilities shall be requested by the Consultant at the onset of the project so that they may be received in time for incorporation into the Draft BRPR.
2. The Consultant shall submit, for approval, the names and experience portfolios of all key persons, subcontractors, and subconsultants proposed for use in connection with the Project prior to start of work (including Project Manager, Project Engineer and key designers). Members of Consultant's staff who perform any work pursuant to this contract shall meet the following criteria in conformance with the New York State Engineering Licensure Statute. All Engineering positions shall be staffed by Engineers. No technician/technologist can fill an Engineering position; however an Engineer may fill any technician/technologist position.

In accordance with the American Society of Civil Engineers (ASCE) guidelines, ASCE titles are to be used for Engineers who have graduated from an Accreditation Board for Engineering and Technology (ABET) recognized engineering program. ASCE defines nine (9) Engineering grades, i.e. ASCE I/II through ASCE IX. ASCE IV and above requires a New York State Professional Engineer (PE) license. ASCE grades are applicable to all Engineering disciplines.

The National Institute for Certification in Engineering Technologies (NICET) titles are allowed but cannot substitute ASCE titles. However, ASCE titles may replace NICET titles. NICET titles (i.e. NICET I, II, III, IV) were developed to certify various levels of technical competence. The role of NICET certified technicians and technologists is to assist engineers in discharging their responsibilities

Any violation of the above requirements may result in disqualification and removal of the Consultant from the project. In addition, sanctions may be imposed by the New York State Professional Engineering Licensure Board. Violation of the Engineering Licensure Law is a serious offense and carries maximum penalty of four (4) years of jail time.

Sufficient staffing shall be provided to complete the work on schedule. Emphasis shall be placed on the Consultant's performance evaluations with respect to scheduled timely submissions. Evaluations will be used in selection of Consultants for future work.

The Project Manager shall have a minimum of five (5) years of direct bridge design experience and ten (10) years of overall experience in the bridge engineering field, wherein he or she shall be familiar with NYSDOT and NYCDOT Standards. The Project Engineer shall have a minimum of three years of direct bridge design experience and five (5) years of overall experience in the bridge engineering field, wherein he or she shall be familiar with NYSDOT & NYCDOT Standards. Both the Project Manager and Project Engineer shall be licensed Professional Engineers in the State of New York and have accredited Bachelor's Degrees in Civil Engineering. The Project Manager, Project Engineer, and the majority of the design staff must continuously work out of the same office and that office must be located within the tri-state area.

The Consultant shall have a local area code phone number. If the Consultant resides outside the five boroughs, he or she must provide either a NYC tie line or toll free 800 number. The phone number shall be in operation for the extent of the contract and shall be available at the time of execution of the contract. The expense of this shall be included in the Consultants overhead.

3. The Consultant shall inspect the site(s) and become familiar with the general and specific nature of the Project and the surrounding area. The Preliminary Design Limits shall be as specified in the Project Bridge Data Sheet(s). Regarding Wingwall/Retaining Wall Reconstruction: the extent of reconstruction shall be 20 feet beyond the end of the Wingwall/Retaining Wall, unless otherwise noted. In the event that this substructure element is part of a continuous retaining wall system (as is encountered in railroad cuts), then the limit of reconstruction shall be 20 feet beyond the end of the adjacent abutment.
4. The Consultant shall obtain, and become familiar with, all applicable Departmental Design Directives, Standard Details, Administrative Procedural Bulletins and guidelines for the prosecution of the work/services under the various elements of the project. These shall include, but not be limited to, the latest editions including all amendments, of the following New York State Department of Transportation (NYSDOT) and New York City Department of Transportation (NYCDOT) documents, and American Association of State Highway and Transportation Officials (AASHTO) and Federal Highway Administration (FHWA) manuals:

NYCDOT Procedures for Bridge Reconstruction Projects (revised 2/95) including:

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

NYCDOT Requirements for the Preparation of Engineering Drawings and Documents, Section 1A

NYCDOT Requirements for the Microfilming of Engineering Drawings and Documents, Section 2B & 2C

NYCDOT Detailed Instructions for the Computerized Indexing of Engineering Drawings and Documents for Microfilming, Section 3

NYCDOT Street Lighting Standards

NYCDOT Uniform Land Use Review Procedure

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

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

NYCDEP Water Supply and Sewer Standards

Electric Code of the City of New York

National Electric Code

NYSDOT Engineering Bulletins and Engineering Instructions

NYSDOT Highway Design Manual, Volumes 1 and 2

NYSDOT Standard Specifications

NYSDOT Steel Construction Manual

NYSDOT Geometric Design Policy for Bridges

NYSDOT Prestressed Concrete Construction Manual

NYS DOT Manual of Uniform Traffic Control Devices
NYS DOT Uniform Code of Bridge Inspection
NYS DOT Bridge Inspection Manual
NYS DOT Bridge Inventory and Inspection System Manual
NYS DOT Specifications for In-Depth Bridge Inspection
NYS DOT Specification for Diving Inspection of Bridges
NYS DOT Rating Criteria for Diving Inspection of Bridges
NYS DOT Engineering Instructions for Load Ratings
NYS DOT Bridge Deck Evaluation Procedure Manual
NYS DOT Standard Detail for Highway Bridges, Bridge Design Data Sheets and Guideline Drawings
NYS DOT Right of Way Mapping Procedure Manual
NYS DOT Manual of Administrative Procedure (MAP)
NYS DOT Interim Guide to Metric Design
NYS DOT Metric Conversion Guidelines. Structures Division
AASHTO Standard Specifications for Highway Bridges, as amended by NYSDOT
AASHTO Standard Specifications for Movable Highway Bridges
AASHTO Manual for Condition Evaluation of Bridges
AASHTO Guide for the Development of Bicycle Facilities
AASHTO Guide to Metric Conversion
AISC Metric Properties of Structural Shapes
ASTM Standard Specifications
FHWA Bridge Inspector's Manual for Movable Bridges
FHWA Seismic Design and Retrofit Manual for Highway Bridges
FHWA Seismic Retrofitting Guidelines for Highway Bridges

5. The Consultant shall develop an initial Progress Report (Bar Chart Schedules and Written Text), and update them monthly in accordance with Section V, Progress Reporting of this Contract. The Progress Report for Final Design shall also include a list of Contract Drawings showing the estimated percent of completion of each drawing.
6. The Consultant shall interview Departmental Maintenance, Inspection, and Engineering personnel, as appropriate, to determine the location and extent of all problems and issues in the Project.
7. The Consultant shall interview the appropriate personnel to determine the requirements for gaining access to the site for the purpose of performing the proposed contractual work.
8. The Consultant shall interview additional interested parties, as deemed appropriate by the Commissioner, to determine if the project will impact on their activities.
9. As directed by the Commissioner, the Consultant shall arrange all meetings and participate/function as Chairperson at all meetings and conferences required in the performance of contractual work, including any/all required follow-up meetings and/or actions.
10. The Consultant shall prepare draft and final minutes for all meetings and conferences required in the performance of contractual work. The draft minutes shall be prepared and distributed to the NYCDOT Project Manager and Engineer within two (2) business days of the meeting. Upon receiving comments on the draft minutes, the Consultant shall revise the minutes, as appropriate, and shall distribute final minutes within five (5) business days.
11. As directed by the Commissioner, the Consultant shall prepare and distribute all correspondence necessary in connection with the performance of the Contract.

12. The Consultant shall attend, liaison, schedule and coordinate all meetings held during the progress of the contract between the City, the local Community Board(s), merchant groups, schools, community organizations and/or other bona fide interested parties and shall provide other community liaison services as deemed necessary by the Commissioner. The Consultant's employee assigned this responsibility shall be trained in this area, and approved by the Department for this work. This employee shall be designated the "liaison officer" for the project.
13. The Consultant shall analyze the expressed needs and concerns of the parties contacted, and shall address those needs/concerns. Upon approval by the Commissioner, the Consultant shall develop and pursue a course of action and/or strategy to resolve those issues. Upon approval of the Commissioner, the Consultant shall communicate the resolutions to the aforementioned parties. The performance of the contract work includes any and all follow up actions.
14. The Consultant shall coordinate and meet with the Local Community Board(s), the railroads and other parties as may be designated by the Commissioner, or as required for the efficient completion of the project. The Consultant shall identify and resolve all requirements, conditions and issues as presented by said parties. The minimum quantities and types of such meetings will be as follows:

Preliminary Design

- One (1) All Agency Plan Review
- Two (2) OCMC
- One (1) Landmarks Commission
- One (1) Art Commission
- Three (3) Community Boards/Organizations

Final Design

- Two (2) All Agency Plan Review
- Three (3) OCMC
- Three (3) Landmarks Commission
- Three (3) Art Commission
- Four (4) Community Boards/Organizations
- Two (2) NYSDOT
- One (1) Pre-Bid
- One (1) Preconstruction

Meetings with the Department and all other affected parties (public and private utilities, railroads, permit agencies, etc.) including all ULURP and Land Use related meetings will occur as required and will not be separately enumerated.

15. The Consultant shall obtain timely approval letters from all affected parties including private utilities, railroads, all City Agencies, Community Boards, OCMC, NYSDOT, FHWA, etc. during both Preliminary and Final Design. The costs incurred by the railroad entity in reviewing the design shall be reimbursed to that entity through the Force Account Agreement made between the Consultant and the entity.
16. In Preliminary Design, the Consultant is responsible to provide for all work required by private parties (non City-owned utilities, railroads and others) and City Agencies.
17. In Final Design, the Consultant shall review and provide appropriate recommendations for all work (including Plans, Specifications, and Estimates including Force Account Estimates) prepared by private parties (non City-owned utilities, railroads, and others). The Consultant shall incorporate the approved work into the Contract Documents. The design of the supports for the private utilities shall be the responsibility of the Consultant. The Consultant shall design and incorporate into the Contract Documents, the maintenance of the applicable services during construction. The Consultant shall also be responsible for and provide for in the Contract Documents, the permanent reinstallation of any affected railroad facilities including electrification modifications (as per railroad requirements). Amtrak requires that all the design for electrification modifications (catenary support, catenary relocation, bonding and grounding, etc.) be performed by a qualified consultant. Amtrak maintains a list of consulting firms that meet Amtrak's requirements.

18. In Final Design, the Consultant shall design and incorporate into the Contract Document (Plans, Specifications, and Estimates) all work required by the City Agencies. The work shall include, but not be limited to: the maintenance of existing utility services during construction; new utility installation and supports; street lighting; traffic signals; traffic signs; roadway striping; drainage; etc.
19. Prior to the submission of the Draft BRPR it shall be the Consultant's responsibility to determine which permits are required for the completion of the design and construction. The Consultant shall start the permit application process in Preliminary Design. During Final Design it shall be the Consultant's responsibility to complete the permit applications; process the applications; and to ensure that the Contract Documents fully comply with the permit requirements. All approvals for the Department shall be obtained prior to PS&E. Permits may be required from the following agencies, amongst others: the Army Corps of Engineers, Coast Guard, New York State Department of Environmental Conservation, New York City Department of Parks and Recreation, etc. The Consultant shall be responsible for ensuring that the Contract Documents identify any permits that the Contractor shall be required to obtain in order to complete the work, and to ensure that the Contract Documents provide for complying with the permit requirements.

In conjunction with complying with an agency's requirements, the Consultant shall perform, as required, sampling and testing (of river sediment; water; soil; asbestos; etc.); prior approval of the Department is required. The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified contractor to obtain the samples. The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified testing laboratory to perform the tests on the samples.
20. Prior to the submittal of the Consultant's proposal the Consultant shall review the available plans of the bridge. Where plans are not available, or the available existing plans are inadequate, the Consultant shall perform the field work (take measurements, etc.) of the existing structure to the extent necessary, in order to provide the required design services. The Consultant shall provide for performing all necessary field work in his proposal.
21. The Consultant shall perform all contractual work using International System (metric) units of measurement.

B. PRELIMINARY DESIGN

INCLUDED HEREUNDER ARE THE FOLLOWING MAJOR TASKS & SERVICES WHICH SHALL BE PROVIDED BY THE CONSULTANT FOR THE PROJECT BRIDGE(S) AND BE PERFORMED AS PART OF PRELIMINARY DESIGN:

1. IN-DEPTH INSPECTION

The Consultant shall perform an in-depth field inspection of the project bridge(s) in accordance with the NYSDOT Uniform Code of Bridge Inspection and NYSDOT Specifications for In-Depth Bridge Inspection. In addition, the Consultant shall perform field surveys by a New York State Licensed Land Surveyor, as specified and to the extent necessary to meet the requirements of the Contract.

a. Preparation for Inspection & Field Survey

- 1) The Project Bridge Data Sheet(s) state the availability of the plans from which each of the project bridge(s) was constructed. Where plans are stated as being available, the Consultant shall determine the location of such plans, and shall arrange to obtain the plans from the appropriate Agency or Department.

- a) Where the plans are available, the Consultant shall obtain a copy of the plans, which the Consultant shall then research, put in chronological order, and inventory as per specifications of the NYCDOT. Upon receipt of the existing plans, the Consultant shall send a copy to the Department.
 - b) Where the plans are not available, the Consultant shall take field measurements of the existing structure to the extent necessary (this may involve additional removal of concrete encasement at sample locations, if applicable) in order to provide the required Ratings and prepare the Preliminary Plans.
- 2) The Consultant shall review all available plans and reports and shall coordinate/reconcile this data with the existing conditions of the bridge as identified through the Consultant's inspection and survey.
 - 3) The Consultant shall prepare schedules and coordinate all activities with the Department.
 - 4) The Consultant shall coordinate all activities of the subcontractors, suppliers, and subconsultants.
 - 5) The Consultant shall obtain all permits required.
 - 6) The Consultant shall develop and prepare a plan for the maintenance and protection of all traffic (vehicular, rail, waterway, pedestrian) during his Inspection & Field Survey. The Consultant shall coordinate with the Office of Construction Management Coordination (OCMC) and other appropriate parties, such as railroad, and Coast Guard, on the proposed maintenance plan(s). All appropriate required approvals shall be obtained by the Consultant prior to the commencement of inspection.
 - 7) Where force account labor is required during the inspection, the Consultant shall obtain the force account labor, entry permits and necessary insurance, and enter into a Force Account Agreement, if required, with the appropriate transportation entity. In either case, the force account overhead rate used shall be in accordance with current New York City standards for this type of work, and these rates shall receive prior concurrence from the Department before work proceeds.

The Engineer shall be responsible for ensuring that payment to the railroad is appropriately made; the railroad is only entitled to receive payment for days when flagmen were at the site together with the Consultant.

- 8) The Consultant shall adhere to the NYSDOT's EB 94-034 "Lead Containment Protocol for Bridge Inspection Projects". The Consultant shall be responsible for the proper containment, collection, labeling, disposal, and worker safety protection in connection with any waste generated by the inspection. The Department shall arrange for a temporary storage site (accumulation point), located within the City of New York. The Consultant shall accumulate the waste at the designated site. The Consultant shall perform all work in conformance with State, Federal, and City regulations.

The Consultant shall notify the Borough President's office, via a letter, of a pending bridge inspection activity whenever waste (paint chips/ debris, etc.) may be generated as a consequence of the inspection process. The notification shall be made at least 14 days prior to the start of the work.

If the Consultant's inspection work includes abrasive blasting, the Consultant shall notify the Borough President's office and the local community of the nature of the work at least 30 days prior to starting the abrasive blasting activity. The community notification procedure shall be in conformance to the City's current regulations. It shall include the preparation and distribution of pamphlets describing the nature of the work, similar to the requirements for notification during bridge reconstruction projects.

The Consultant shall use one container for the waste generated at each individual bridge site. The one container shall be used for storage, transport, etc.. A one gallon container of a durable material, having a sealable top (to prevent leakage), shall be used.

b. Performance of Inspection & Field Survey

- 1) The Consultant shall perform a field survey in accordance with the NYCDOT Procedure for Bridge Reconstruction Projects (Appendix F). The limits of this survey shall be as specified in the project bridge data sheet(s).
- 2) The Consultant shall obtain the permissible work hours for the Inspection and Field Survey from OCMC and all other appropriate parties. It may be necessary to work off peak hours and weekends.
- 3) The Consultant shall provide the necessary traffic controls as required by OCMC to close those lanes/sections of the bridge needed to perform the inspection. It is anticipated that one lane closure will be permitted during off-peak hours.
- 4) Where inspection is done over water or railroad tracks, the Consultant shall set up additional traffic controls where they have been determined to be necessary as a result of preparations made, and approvals received, under Section II.B.1.a.6) and 7).
- 5) Concrete Coring and/or Steel Sampling Program

The Consultant shall perform a Coring Program for the project bridge(s), as defined below and as stated in the Project Bridge Data Sheet(s). The Consultant shall determine the need for a Steel Sampling Program for the project bridge(s). If required, the Consultant on a contingency basis which shall be approved by the Department prior to its use, shall perform a Steel Sampling Program as defined below.

- a) The Consultant shall submit a coring and/or steel sampling Location Plan and Testing Program(s) to the Department for prior approval. The Testing Program submittal(s) shall describe the types, methods and purposes of tests to be conducted; Coring and/or steel sampling operation shall conform to traffic controls as previously stipulated herein under Section II.B.1.b.2)3) & 4) for In-Depth Inspection.
- b) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified concrete coring contractor and/or Steel Sampling Contractor to obtain the required Core and/or Steel Samples.
- c) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified testing laboratory to perform the approved tests on the concrete cores and/or Steel Samples.
- 6) Concrete Encasement Removal Program (for those bridges having concrete encased steel members as indicated in the Project Bridge Data Sheet(s)).

The Consultant shall perform a Concrete Encasement Removal Program as defined below:

- a) The Consultant shall submit a concrete encasement removal Location Plan (and sections) to the Department for prior approval. The removal shall be in conformance with the NYSDOT Specifications for In-Depth Inspection. The program submittal shall describe the proposed methods of removal. The removal operation shall conform to traffic controls as previously stipulated herein under Section II.B.1.b.3 for In-Depth Inspection.
- b) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified contractor to perform the work.

7) Underwater Inspection (for waterway bridges only)

The Consultant shall determine the need for underwater diving inspections based upon visual inspections and his/her review of the latest Underwater Inspection report, which shall be made available from the Department. If required, the Consultant, on a contingency basis which shall be approved by the Department prior to use, shall make provisions to supplement the record data. These provisions shall include, but not be limited to, an underwater diving inspection of the bridge substructure and the preparation of a diving inspection report.

- a) The Consultant shall perform a detailed underwater inspection for the substructure in accordance with the NYS Specification for Diving Inspection of Bridges.
- b) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified diver to perform a complete underwater inspection of the substructure. The diver shall be a New York State Licensed Professional Engineer.

8) The Consultant shall make a VHS video tape of all areas inspected, with particular attention given to deteriorated and flagged conditions. Video tape shall be in color, narrated and contain views of the approaches, adjacent properties, both bridge elevations, and the bridge itself from both approaches. Video tape shall be of professional quality. Submission of the video tape shall be made concurrent with the Draft BRPR. The video shall include concrete encasement removal operations.

9) Upon completion of the inspection, all temporary equipment shall be removed and the site left in a neat and orderly manner.

c. Flagged Conditions

- 1) The Consultant shall immediately inform the NYCDOT Director of Flags and the NYCDOT Project Manager of any unsafe and/or flagged conditions found during the course of the inspection.
- 2) Such information shall be communicated immediately by telephone followed by written notification to the NYCDOT Director of Flags. Written notification shall include drawings showing the location(s) of the condition(s) and recommended repair and/or support details; photos of the condition(s) and load ratings of the affected structural member(s).

d. Soils Investigation Program

The Consultant shall research and review the available subsurface data and determine the need for additional Soils Investigation for seismic analysis and foundation design. The Consultant shall perform a Soils Investigation Program, if required and approved by the Department, prior to the submittal of the Draft BRPR. The Consultant shall perform the subsurface exploration, testing and obtain all necessary information regarding local geology and seismicity in order to satisfy the seismic and foundation preliminary design aspects for all reconstruction / replacement schemes included in the Draft BRPR. If required, the Consultant shall perform a Soil Investigation Program as defined below:

- 1) The Consultant shall submit his Soils Investigation Program(s) and related specifications, to the Department for prior approval. The Program submittal(s) shall describe the types, methods and purposes of tests to be conducted. Soils Investigation shall include subsurface exploration, and its operations shall conform to traffic control, requirements as stipulated herein under Section II for Inspection and Survey.
- 2) The Consultant, complying all applicable City/State/Federal regulations shall retain the services of a qualified Soils Investigation contractor to obtain the required soils samples, to conduct in situ field testing and installation of geotechnical instrumentation.
- 3) The Consultant, complying with all applicable City/State/Federal regulations shall retain the services of a qualified testing laboratory to perform the approved tests on the soils.
- 4) The budgetary allowances allocated for Soil Investigation shall be used to cover the cost for drilling and testing (Items 2 and 3 as indicated above.)

2. BRIDGE RECONSTRUCTION PROJECT REPORT(S) (BRPR)

a. The Consultant shall prepare a Bridge Reconstruction Project Report (BRPR), in accordance with the latest edition of the NYCDOT Procedure for Bridge Reconstruction Projects. The BRPR shall contain the following:

1) Traffic Study

- a) The Consultant shall determine the projected traffic (20 years, or as specified,) design speed, and the Design Hour Volume (DHV) one-way and two-way.
- b) The Consultant shall provide new Traffic (vehicular and pedestrian), Classification and Turning Movement Counts (see Project Bridge Data Sheet for requirements).
- c) The Consultant shall obtain the functional classification from the NYCDOT to be utilized in determining/analyzing applicable geometric and substandard features.

d) Accident Report

2) Traffic Maintenance Plans.

3) Planning Statement.

4) Hydraulic Report

The Consultant, complying with all applicable City/State/Federal regulations, shall conduct a complete hydraulic study within the project area and its vicinity. The Consultant's inspection findings and evaluation of the condition of the underwater substructure and his/her hydraulic study, together with his/her recommendation, shall be included in the Draft BRPR.

5) Geotechnical Foundation Report

The Consultant shall compile the findings of the Soils Investigation Program and/or available subsurface data and produce a Geotechnical Foundation Report for submission to the Department. The report shall include the subsurface exploration results, geotechnical design parameters for various subsurface materials, soil profile(s), design analysis, evaluation and recommendations. The report shall be part of the BRPR.

The Consultant shall establish the site specific ground motion if required by the Project Data Sheet(s) and as defined in the Seismic Assessment Section. These ground motions at the bridge site shall be established after appropriate input from an experience Seismologist who shall have a minimum of ten years of experience with the local seismic environment.

6) Foundation Design Requirements.

7) Statements of Hazardous Material (Asbestos, Lead Paint, etc.)

8) Substandard Features.

a) The Substandard Features Checklist shall show what the standard feature should be and the appropriate reference from which it was obtained, what the existing feature consists of, and what the actual action proposed is.

b) The Consultant shall submit a separate justification write-up for each retained substandard feature documenting the Consultant's reasons for retaining the feature. In addition, the Consultant shall submit a separate justification write-up documenting his reasons for merely improving a Substandard Feature, as opposed to fully eliminating the Substandard Feature. Reasons for retention or improvement shall be backed by an accident study, cost of eliminating substandard feature, traffic study, environmental impact, etc.

9) In-depth Inspection Report.

10) Load Ratings.

a) The Consultant shall perform a load rating for each and every member of the structure, both as-built and as-inspected conditions, in accordance with the Load Rating requirements of the NYCDOT Procedure for Bridge Reconstruction Projects, and also in accordance with current NYS DOT requirements for level one (1) load ratings. Each member shall be rated for both Inventory and Operating Conditions using each of the following types of loadings in all cases: MS18, M18, type 3, type 3S2, and type 3-3. All MS and M ratings shall include both the equivalent MS and M truck and total load in metric tons. As-built load ratings shall include existing dead loads.

b) All members and connections shall be rated initially by the Allowable Stress method (Working Stress). Each and every member that does not meet the minimum required inventory rating for each vehicular type shall be re-rated using the Load Factor Method.

c) The results of the Bridge Load Rating(s) shall be incorporated into the Bridge Reconstruction Project Report(s).

11) Bridge Deck Evaluation Report

12) Seismic Assessment

The Consultant shall study the bridge for conformance to seismic requirements as specified in City/State/Federal guidelines and standards.

The Consultant should refer to Bridge Data Sheet to determine if site specific ground motion is required at the project site. If required, the Consultant shall evaluate the bridge for two levels of seismic hazards, as defined in the NYCDOT Procedures for Bridge Reconstruction Projects.

Multimode analysis shall be performed and the evaluation of member capacity shall be by the load factor method. The design forces for foundations including footings, pile caps and piles shall be the lesser of: a) the forces determined in AASHTO Division I-A article 4.7.2 with $R=1.0$ (unreduced seismic forces obtained from analysis) or; b) the forces at the bottom of the columns corresponding to column plastic hinging as determined in AASHTO Division I-A article 4.8.2.

In metropolitan areas where traffic congestion is likely to occur, the Consultant shall consider the probability of a large live load being on the bridge during an earthquake and provide adequate capacity (Earthquake load combination shall include a minimum of 50% of the live load without impact).

All reconstruction alternative schemes for the bridge shall include seismic retrofitting.

13) Plans and Sections

14) Land Use Assessment

The Consultant shall perform the following so that he/she can make a determination as to whether temporary and/or permanent easements and/or acquisitions and/or a ULURP (Uniform Land Use Review Procedure) process will be required for construction (including staging and access) and maintenance purposes; as well as identify any existing encroachments.

- a) The collection, research and review of all pertinent data (existing and legal grades, mapped R.O.W. lines, etc.) relative to the project, as well as to the map change, the limits of which may extend beyond the limits of the project.
- b) The obtaining of supplemental survey information, as required.
- c) Last owner title search of parcels adjacent to bridge and approaches, and if ULURP is deemed necessary, of all properties within the limits of the map change (i.e. alignment, grades, easements). For publicly-owned parcels, the Consultant shall determine agency management and ownership jurisdiction.
- d) For publicly-owned parcels, the Consultant shall determine whether a Section 4f Evaluation is required (see FHWA Technical Advisory T 6640.8A). If required, the Consultant shall follow the requirements as outlined in this advisory.

- e) Preparation of a R.O.W. plans (strip map) showing legally adopted street lines as documented on final section and/or the latest alteration maps. Existing topography, property line monumentation, and baselines shall be tied to the bridge elements and this shall be shown on the R.O.W plan together with the correct location of the existing property lines and highway boundaries positioned accurately to a degree in keeping with the map scale. Property owner's names shall be shown together with existing easements and rights of way and total acreages of property. All means of access to the property shall be shown.
- f) The findings of the Land Use Assessment shall be included/discussed in the Bridge Reconstruction Project Report, including the R.O.W. plan.
- g) Preparation of Title Examinations and Reports on all parcels adjacent to bridge and approaches. (Contingency money for this work provided under, Fees and Payments Section III)

15) Recommendations, Estimates and Conclusions:

- a) The Consultant shall provide six feasible alternative solutions for rehabilitating / reconstructing / replacing the bridge. All members must be designed to meet the minimum inventory load requirements of each of the aforementioned five vehicular types. The Consultant shall be responsible for investigating the feasibility of obtaining MS23 live loading for each alternative. The Consultant shall discuss the feasibility (advantages and disadvantages) of obtaining MS23 live loading for each alternative. The Consultant shall recommend one of the six alternatives. The Consultant's recommendation shall include/address live load capacity as well.
- b) The Consultant shall provide Itemized estimates for the cost of construction of the six alternative solutions.
- c) The Consultant shall include a discussion of any reports which have been previously prepared on the condition of and/or any recommendations proposed for the bridge.
- d) The Consultant shall indicate the proposed design criteria for each alternative; wherein such criteria shall include, but not be limited to, the following: materials (including grade and type), allowable stresses for new and remaining existing bridge elements.

16) Original Color Photos

17) Video Tape

b. Draft Bridge Reconstruction Project Report:

The Consultant shall submit three (3) Draft Bridge Reconstruction Project Reports which shall incorporate all of the above items. The Department will coordinate all comments and forward them to the Consultant for implementation/incorporation by the Consultant into the Final BRPR(s).

c. Final Bridge Reconstruction Project Report:

The Consultant shall furnish four (4) copies of the Final Bridge Reconstruction Project Report to the Department for approval as per the Time of Completion Schedule, Table I. In conjunction with the submission of the Final Documents, the Consultant shall also submit four (4) copies of the Final BRPR to the New York City Department of Records and Information Services, Acquisitions Unit.

3. PRELIMINARY PLANS

- a. Upon notice to proceed of the selection of the reconstruction scheme by the Department (not necessarily one presented in the Draft BRPR), the Consultant shall prepare Preliminary Plans, based on the approved scheme for either rehabilitating, reconstructing or replacing the structure. The Preliminary Plans shall show sufficient details to ensure constructability of the proposed scheme, including all existing and proposed utilities, and seismic retrofitting; acquaint affected parties with the project and project components; serve as an instrument for initial approval by affected parties; and serve as a basis for the development of the final Contract Documents. Large scale partial cross sections showing dimensions between utilities and structural members shall be provided for both the existing and proposed conditions. In addition, the Consultant shall provide detailed MPT drawings. The estimated number of drawings in the Preliminary Plans for each of the Project Bridge(s) is specified in the Project Bridge Data Sheet(s); this is not necessarily the maximum number. The Preliminary Plans shall also include a separate detailed Right-of-Way plan and itemized scope of work. The Preliminary Plan submission shall also include an up to date itemized cost estimate.
- b. The Consultant shall submit three (3) sets of the Draft Preliminary Plans to the Department for review. Upon incorporation of all comments received from the Department, the Consultant shall resubmit three (3) sets of the revised Preliminary Plans to the Department for approval.
- c. The Consultant shall submit sets of the Preliminary Plans to all other affected agencies (written receipts required), as determined by the Commissioner, for their review. An all-agency conference and a separate OCMC meeting will subsequently be held to receive their comments, at which the Consultant shall attend. All comments as approved by the Commissioner shall be incorporated into the Preliminary Plans.
- d. The Consultant shall submit six (6) sets of the approved Preliminary Plans to the Commissioner, as per the Time of Completion Schedule, Table I.
- e. Construction Duration

Once the maintenance and protection of traffic scheme has been agreed upon by the Department (both Bridge Design and OCMC's office), the Consultant shall evaluate whether or not the project warrants additional efforts to mitigate the impact of the construction on the public. Such efforts would include construction contract provisions to: ensure a project's timely completion; to shorten the total duration; to minimize traffic delays.

The Consultant shall consider and address in his evaluation, the project's significance with respect to: vehicular traffic; public safety; the community (quality of life, businesses, pedestrians, etc.); program needs (scheduling of other effected projects, etc.); other means of transportation (railroad, waterway, etc.); the project's complexity; coordination with others (railroads, utilities, etc.); etc.

If the Consultant's evaluation indicates that the project warrants additional efforts to mitigate the impact of the construction on the public, the Consultant shall investigate the various methods as they pertain to the project and make a recommendation of one method (or a combination thereof). Such methods shall include, but not be limited to the following:

Cost plus time bidding (A + B bidding); lane rental; incentive/disincentive clauses; time related contract provisions such as interim milestone dates or contract completion dates with significant liquidated damage provisions; the use of Critical Path Method (CPM) scheduling as a bid item; etc.

Any project estimated to cost more than \$20 million must include the use of Critical Path Method (CPM) scheduling as a bid item.

The Consultants discussion shall include but not be limited to the following for each particular method: advantages and disadvantages; its practicality; estimated construction duration; bar chart schedule; estimated construction cost; estimated road user costs; associated payments and assessments; etc..

The Consultant's evaluation and recommendation shall be submitted to the Department. The Department will make a determination on whether or not to implement a time related construction contract provision. If the Department decides to employ such a provision, the Final Design Consultant shall accordingly incorporate the provision into the Final Contract Documents.

- f. Uniform Land Use Procedure (ULURP): If it is determined that a ULURP is required for any purpose other than legal grade changes, the Consultant shall immediately initiate the required ULURP. (Contingency money for this work provided under, Fees and Payments Section III)

In conjunction with any required ULURP, the Consultant shall perform the following:

- 1) Preliminary Mapping
 - a) The Consultant shall prepare preliminary ULURP application drawings (Area Map, Preliminary Alteration Map, Acquisition Map) suitable for submission to the Department of City Planning for Pre-application review. The drawings will be prepared in accordance with the instructions of the Office of NYCDOT's Land Use Coordination, the office of the Borough President, and the Department of City Planning Technical Review Unit.
 - b) The Consultant shall modify the ULURP drawings as required until approval (sign off) is obtained from the Department of City Planning Technical Review Unit.
 - c) Upon receipt of "sign off" the Consultant will provide NYCDOT's Office of Land Use Coordination with 55 sets of prints of the ULURP Drawings and of drawings selected from the contract plans.
- 2) Engineering Assistance: The Consultant shall assist the City with his/her engineering expertise during the mapping procedure. This shall include, but not be limited to the following:
 - a) Participate in all conferences, meetings, and Public Hearings on the mapping, upon the request of the Bureau of Bridges or the Office of Land Use Coordination, to present the engineering background necessary.
 - b) Prepare reports, documentation, drawings or backup material necessary to advance the proceedings.
- 3) Final Map Preparation: The Consultant may be required to modify the Preliminary Alteration Map in accordance with the instructions of the Office of the Borough President, so that it is acceptable for approval by the Borough President as the Final Alteration Map.
- 4) Surveys: In preparing the Maps for the ULURP Application, the Consultant shall utilize all information as contained in the plotted Topographic and Utility Surveys. The Consultant shall supplement this information with field trips, additional surveys and searches for information as may be required.
- 5) Final Documents: Upon completion of ULURP (Adoption of Map(s)), the Consultant shall hand-deliver to the Commissioner the following:

- a) One complete set of every Map, in ink, on reproducible drafting film (or other reproducible material as specified by the Office of Borough President).
- b) All notes, studies, designs, analysis, drawings, calculations, data, etc. used in the preparation of Map(s).
- c) Copies of all correspondence to and from all agencies (City, State, Federal), Utilities, Community Planning Boards, and all other having jurisdiction or interest in project or area.
- d) Original survey notes and plotted survey tracings. All original Topographic Survey information shall be dated, signed and certified by a licensed surveyor. The License Seal of the Surveyor and/or Registered Professional Engineer shall be shown on all plans, tracings and tabulations sheets.

4. FINAL DOCUMENTS

- a. For the Project Bridge(s) upon completion and approval of the Bridge Reconstruction Project Report(s) and Preliminary Plan(s), the Consultant shall prepare and hand deliver to the Commissioner the following final documents, which shall be labeled, bound, and indexed in an orderly fashion:
 - 1) A complete set of the plotted Survey and the Preliminary Plans on reproducible drafting film. In addition, if any drawings were prepared using CADD, the Consultant shall also submit to the Department two (2) copies of the CADD diskettes.
 - 2) Six (6) sets of prints of the plotted Survey and the approved Preliminary Plans.
 - 3) Six (6) copies of the completed Final Bridge Reconstruction Project Report.
 - 4) Original design calculations and Bridge Load Ratings. The submission of computerized calculations must include, but is not limited to, diskettes and written details of all programming information and results.
 - 5) Originals/copies of all correspondence and data pertinent to the project. All correspondence shall be numbered, bound, and submitted with a typed index.
 - 6) Videotapes of all inspections.
 - 7) The Consultant's certification that all applicable Departmental Standards, Directions, Rules, Regulations, and Guidelines have been conformed to.
 - 8) All materials shall be packaged and delivered to the Commissioner in temporary file-type cartons, together with an index.
 - 9) This submission shall be subject to Departmental review and approval.
- b. The Consultant shall submit four (4) copies of the Final Bridge Reconstruction Project Report (BRPR) to the New York City Department of Records and Information Services, Acquisitions Unit.

C. FINAL DESIGN

INCLUDED HEREUNDER ARE THE MAJOR TASKS AND SERVICES WHICH SHALL BE PROVIDED BY THE CONSULTANT FOR THE PROJECT BRIDGE(S) AND BE PERFORMED AS PART OF FINAL DESIGN:

1. PREPARATION OF ADVANCED PLANS (includes plans, specification books, special specifications, and itemized estimates).

a. The Final Design Scope of Work shall be defined as shown on the Approved Preliminary Plans and shall include the following requirements:

- 1) The elimination (or improvement, at a minimum) of all Substandard Features (including stopping sight distances).
- 2) The bridge project(s) should meet any adjacent public/private agency projects currently anticipated regardless of the scheduled construction fiscal years, as concurred by NYCDOT.
- 3) The incorporation of all work proposed by private parties and public agencies (utilities, railroads, etc.) and as concurred by the NYCDOT.

b. Deficient Conditions

All deficient conditions noted in the BRPR, and any commented on by the NYCDOT during the course of the Preliminary Design, shall be addressed in the Final Design to the satisfaction of the NYCDOT and in compliance with standard design requirements.

c. Field Re-Inspection and Survey as Required:

The Consultant shall re-inspect the structure in order to update repair details (due to possible further deterioration); to document any additional interim repairs which were made to the structure; to obtain any information needed to calculate the final load ratings; and/or to obtain information to facilitate the maintenance and protection of traffic scheme. These re-inspection updates may be required up until the approval of the PS&E submission depending on the condition of the bridge(s) involved. The Consultant shall submit a re-inspection report (including photographs) to the Department. The Consultant shall provide any additional survey data required during the course of Final Design. In addition, the Consultant is required to re-survey the vertical and horizontal clearances for bridges over railroads. All surveying shall be performed by a New York State Licensed Land Surveyor. The Consultant shall perform his inspection and field survey in accordance with the applicable requirements of Preliminary Design; including the requirements pertaining to Flagged Conditions.

d. Uniform Land Use Procedure (ULURP):

If it is determined that a ULURP is required for the purpose of legal grade changes, the Consultant shall immediately initiate the required ULURP and shall perform all associated tasks as per the requirements included under Preliminary Design, Section II.B.3.f.1 thru 5. (Contingency money for this work provided under, Fees and Payments Section III)

The Consultant understands and agrees that in order for the project work efficiently to proceed that it may be necessary for it to retain the services of subconsultants specialized in the area of real property appraisal, evaluation and title examination. In such circumstances, the selection of the subconsultant as well as the proposed scope of work to be performed by the subconsultant and the proposed fees to be paid the subconsultant shall be approved in advance by the Department after consultation with the City's Law Department. (Contingency money for this work provided under, Fees and Payments Section III)

e. Soils Investigation Program

The Consultant shall review the available subsurface data / Geotechnical Foundation Report assembled during the Preliminary Design and determine if additional Soils Investigation is required. The Consultant may perform his recommended Soils Investigation only if requested by the Consultant and authorized by the Department.

- 1) The Consultant shall perform his Soils Investigation Program in accordance with the applicable requirements of Preliminary Design.
 - 2) The Consultant shall compile the findings of the Soils Investigation Program and produce a Soils Investigation Report for submission to the Department. The report shall include the subsurface exploration results, geotechnical design parameters for various subsurface materials, soil profile(s), design analysis, evaluation, and recommendations.
- f. Prior to the start of Design, the Consultant shall submit to the Commissioner his proposed design criteria for review and approval of the Commissioner; wherein such criteria shall include, but not be limited to, the following: materials (including grade and type), allowable stresses for new and remaining existing bridge elements.
- g. All new bridge decks are to be designed for MS23 using the allowable stress method (working stress). If during the design process, the Consultant finds that compliance with this requirement has an adverse impact, the Consultant shall describe the impact and submit his recommendation to the City.
- h. Load Ratings of the reconstructed and/or new structure shall be calculated for each of the following five vehicle types, and a summary table shall be provided on the plans.
- 1) The Consultant shall perform a load rating of all members of the structure in accordance with current NYSDOT requirements for Level One (1) load rating. Each member shall be rated for both Inventory and Operating conditions using each of the following types of loadings in all cases: MS23 or MS18, as specified in the approved Preliminary Design; M18; type 3; type 3S2; and type 3-3. All MS and M ratings shall include both the equivalent MS and M truck and total load in metric tons.
 - 2) The Allowable Stress (Working Stress) method shall be used, unless conditions necessitate alternative methods. All alternative methods are subject to the approval of the Department.
 - 3) All members must be designed to meet the minimum inventory load requirements of each of the aforementioned vehicular types.
- i. Seismic Design shall be performed. The Load Factor Method shall be used. Multimode analysis shall be performed. The design forces for foundations including footings, pile caps and piles shall be the lesser of: a) the forces determined in AASHTO Division I-A article 4.7.2 with R=1.0 (unreduced seismic forces obtained from analysis) or; b) the forces at the bottom of the columns corresponding to column plastic hinging as determined in AASHTO Division I-A article 4.8.2.

In metropolitan areas where traffic congestion is likely to occur, the Consultant shall consider the probability of a large live load being on the bridge during an earthquake and provide adequate capacity (Earthquake load combination shall include a minimum of 50% of the live load without impact).

- j. Maintenance and Protection of Traffic shall be included in the plans. The "Approved Preliminary Plans" shall be used as the initial basis for the design; however, due to the involvement of others, changes in the Maintenance of Traffic scheme may be required. It shall be the Consultant's responsibility to incorporate all approved changes into the scheme.
- k. If the project includes a special construction contract provision to mitigate the impact of the construction on the public, as determined during the Preliminary Design, it shall be the Consultant's responsibility to incorporate the specified provision into the Contract Documents (plans; specifications; and estimate). These construction contract provisions may include but are not limited to the following: cost plus time bidding (A + B bidding); lane rental; incentive/disincentive clauses; time related contract provisions such as interim milestone dates or contract completion dates with significant liquidated damage provisions; the use of Critical Path Method (CPM) scheduling as a bid item; etc. In Final Design, the Consultant shall also investigate various methods to compress the construction duration; such as: expanded mandatory work hours ; minimum number of work crews; minimum number of locations of work; mandatory work sequence; etc.. It shall be the Consultant's responsibility to prepare all necessary contract requirements (contractual stipulations; road user costs; associated payments and assessments; etc.).
- l. Construction Schedule

A construction schedule shall be submitted by the Consultant together with his Advance Plan Submission.

The Consultant shall prepare a construction schedule which enumerates all pertinent construction tasks. The schedule shall take into account any railroad or other restrictions. The Consultant shall subsequently forward the schedule to the railroad in conjunction with the Consultant obtaining, reviewing and commenting on the Railroad License Agreement (Force Account) cost estimate.

If the project includes a special construction contract provision to mitigate the impact of the construction on the public, as determined during the Preliminary Design, the construction schedule prepared shall be in conformance with Critical Path Method (CPM) scheduling techniques. The Consultant shall prepare the CPM schedule such that it's level of detail is roughly equivalent to one work activity for each \$100,000 of the estimated construction cost. Exceptions to this requirement regarding the level of detail (i.e., number of activities) will be reviewed by the Department upon request by the Consultant. The critical activities shall be identified by the Consultant. In addition, the Consultant shall also submit a Time - Scaled Logic Diagram which shall show the sequence and interdependence of activities required for the complete performance of the construction work.

In conjunction with developing the CPM schedule, the Consultant shall also evaluate compressing the construction duration and make recommendations on incorporating the compressed schedule into the Contract Documents.

The Consultant's compression evaluation shall include but not be limited to: expanded mandatory work hours (nighttime, weekends, longer shifts, etc.); minimum number of work crews; minimum number of locations of work; mandatory work sequence; etc. The Consultant shall discuss the advantages and disadvantages of the various compression methods as well as to provide appropriate justification for his recommendation (including cost estimates).

If the project does not include a special construction contract provision, the Consultant may submit his schedule in the form of a bar chart.

The Consultant's schedule (CPM or bar chart) shall graphically show the activities necessary to complete the work, and the sequence in which each activity is to be accomplished as planned by the Consultant and in accordance with current construction practices. Activities shown on the schedule shall include but are not necessarily limited to:

1. Project mobilization;
2. Submittals and approvals of Shop Drawings and Samples;
3. Procurement and delivery of equipment and critical materials;
4. Fabrication of special material and equipment, and their installation and testing;
5. Final cleanup;
6. Final inspection and testing;
7. Holiday shutdown - and interdependence;
8. Railroad activities;
9. Maintenance and protection of traffic work;
10. Earthwork/ demolition work/ substructure work/ superstructure work/ highway work/ drainage work/ etc.;
11. Utility work;
12. Painting;
13. All activities that affect progress, with required dates for completion.

The Consultant's schedule submission (CPM or bar chart) shall include at a minimum: description of the activities; work days per week, number of shifts per day, number of hours per shift; major equipment used; work location; major activity constraints; indicate activities not performed by the contractor; etc.

The Consultant shall submit his construction schedule (including his compression recommendations, as required) for review and comment to the Department. The Consultant shall revise, update and resubmit his construction schedule, as required.

Upon approval by the Department, the Consultant shall provide for and incorporate the schedule into the Contract Documents (plans, specifications, and estimate). This includes the preparation of all necessary contract requirements.

m. Special Specifications

The Consultant shall prepare Special Specifications and submit them as early as possible for approval by the Department. Special Specifications shall be required if the latest issue of NYCDOT and NYSDOT Standard Specifications with current additions and modifications, including any Engineering Instruction (E.I.) and State Special Specifications (as per the current NYSDOT Control Report), does not cover particular items included in the scope(s) of work of the subject bridge(s).

- 1) The Consultant shall use State Standard and Special Specification items. If State Specifications are not applicable, the Consultant may use existing NYC approved specification items, which will be supplied by the Department. It shall be the Consultant's responsibility to convert State Special and NYC approved specification items from English to SI (metric) units.

- 2) The procedure for preparing and obtaining new special City specifications approval shall include the following:
 - a) After determining that there are no current applicable State or City Specifications, the Consultant shall prepare any special specifications required and shall submit them for approval to the Department, and all affected parties.
 - b) After approval by the Department, the item numbers will be assigned. The Consultant shall then incorporate the special specifications into the Specification Book portion of the contract documents.
- n. Specification Book

The Consultant shall prepare and assemble the Specification Book, which shall include the proposal for Bids, Bid Agreement, and Specifications in accordance with the Department's standard format and specific requirements. This task shall include all necessary work such as preparation of the Bid Schedule and Special Provisions; writing all technical items; typing-in necessary information on proposal pages; and assembling the Specification Book for use in the review submittal.

- o. Drawing Requirements shall be in accordance with NYCDOT Requirements for the Preparation of Engineering Drawings and Documents, Section 1A.
- p. Advanced Plans Submission
 - 1) For the project bridge(s), the Consultant shall prepare the Advanced Plans Submission, including plans, specification books, special specifications and itemized estimates, the completeness of which shall be not less than 90% of a Final Bid Submission. The Contract Limits of the project bridge(s) shall be determined during the course of the Final Design and shall be subject to the review and approval of the Commissioner.
 - 2) The Advanced Plans Submission shall be prepared in accordance with all applicable documents listed in Section II.A.4 of this Contract. The Advanced Plans Submission shall be submitted to the Department for review prior to being submitted to the other affected parties. Five (5) sets of Advanced Plans Submission documents are required by the Department for its review. After approval by the Department, the Consultant shall submit sets of the Advanced Plans Submission for the project bridge(s) to all affected agencies (written receipts required), as determined by the Commissioner, for their review. An All-Agency conference and a separate OCMC meeting will subsequently be held to receive the agencies comments which the Consultant shall attend. All comments as approved by the Commissioner shall be incorporated by the Consultant into the Final Plans. The total number of sets of Advance Plans submission documents produced shall not exceed sixty (60) sets, except for the specification books, the total of which shall be ten (10) copies.

The Consultant shall submit Forty (40) required sets of the Capital Project Estimate(s) (itemized estimates) after the Advanced Plans Submission is approved. The Itemized Estimates shall be prepared in accordance with Departmental requirements and as follows:

- a) On a "per item number" basis for the entire construction project, plus on an "individual bridge" basis for construction projects involving more than one bridge.
- b) Separated by budget lines, on a "per item number" basis, for the entire construction project; and separated by budget lines on an "individual bridge" basis for construction projects involving more than one bridge.

- c) The Consultant shall input his Capitol Project Estimate into the Department's computer system. The Department shall make available to the Consultant a computer terminal with access to a menu driven program . This is required to ensure agreement with the Department's item data base; as well as to subsequently generate a computer printout of the submitted bids.

The Consultant shall perform the necessary data entry (items; quantities; budget codes; etc.). The terminal will be made available between 9 AM and 4 PM on City working days. The Consultant shall be responsible for verifying that the computer generated item lists have the correct item descriptions and units. Should any discrepancy be discovered in the item lists, it shall be immediately corrected by the Consultant in consultation with the NYCDOT Project Manager and the Department's Bridges and Roadway's Information System group.

The Consultant shall be responsible for ensuring that the data entered is complete and approved, as necessary, by the involved parties (with respect to: budget codes; shared costs; item numbers; etc.). If there are any subsequent changes in related item lists (ie., the Capitol Project Estimate; the Bid Schedule (B-Sheets)), prior to the start of advertisement, the Consultant shall update the computer entries . The Consultant shall also immediately update the computer entries if an addendum to the Bid Documents is issued.

2. PREPARATION OF FINAL CONTRACT BID DOCUMENTS

a. Final Plans Submission

- 1) For the project bridge(s) the Consultant shall prepare the Final Plans Submission (including plans, specification Book(s), and itemized estimate(s)), the completeness of which shall be not less than 100% of a contract Bid Document submission incorporating all comments made on the Advanced Plan Submission as approved by the Department.
- 2) The Final Plans Submission shall consist of ten (10) sets of the above documents submitted to the Department for review. The specification book(s) shall include the special specifications. The itemized estimate(s) shall be in accordance with the Advance Plans submission requirements. An All-Agency conference will subsequently be held to receive the agencies comments, which the Consultant shall attend. All comments as approved by the Commissioner shall be incorporated by the Consultant into the P.S. & E. Submission.

b. P.S. & E. Submission

- 1) For the project bridge(s), the Consultant shall prepare the P.S.& E. Submission includes plans, specification book(s) and itemized estimate(s).
- 2) The P.S. & E. Submission shall consist of twenty (20) sets submitted for review to the affected parties as approved by the Department. The specification book(s) shall include the special specifications and only ten (10) copies shall be submitted for review. The itemized estimate(s) shall be prepared in accordance with the Advance Plans Submission requirements.

c. The Contract Bid Documents Submission: Upon the approval of the P.S. & E. including the incorporation of all approved comments, the Consultant shall hand-deliver to the Commissioner the following:

- 1) Two hundred fifty (250) half size and twenty (20) full size sets of bound paper prints of the Contract Plans for the project bridge(s). Printing shall be one-sided.

- 2) One (1) original of the Consultant's Itemized Estimate for each of the project bridge(s), including the required City agency budget code breakdown(s).
 - 3) Two hundred fifty (250) complete bound books of specifications, collated, with boiler plate, for the construction project. Printing shall be two-sided.
3. BID ANALYSIS (INCLUDING MICROFILMING AND INDEXING SERVICES, AND DELIVERY OF FINAL CONTRACT DOCUMENT RECORDS)
- a. The Consultant, at the commencement of the bidding period for every ensuing construction contract, shall obtain a copy of the Invitation to bid.
 - b. The Consultant shall provide, to the satisfaction of the Commissioner, all services required during the bidding period in order to ensure that questions from prospective bidders are answered in a uniform/timely fashion, including attending the Pre-Bid Meeting(s).
 - c. During the bidding period, the Commissioner shall make known to the Consultant, and the Consultant shall make known to the Commissioner, any ambiguities or inconsistencies in the Bid Documents. The Consultant shall investigate all such problems and shall deliver to the Commissioner an analysis and/or recommendation concerning the resolution of all such problems.
 - d. Where the Commissioner deems that an Addendum to the construction contract is necessary, the Consultant shall prepare and hand-deliver said Addendum to the Commissioner within twenty-four (24) hours of notification and shall notify and deliver via overnight mail and/or FAX machine a copy of the addenda to all prospective bidders immediately upon receiving direction to do so from the Commissioner.
 - e. The Consultant shall attend the opening of bids and commence the review and analysis of the bids in accordance with currently applicable Departmental Standards. In general, this shall include the reviewing of the computer printout of the submitted bids, the analyzing of unit prices and lump sum items to determine the appropriateness of costs with respect to the associated work items, the determining of apparent unbalanced and penny-bid items, the checking of item quantities as directed, and the re-checking of quantities and lump sum items for low bid items that are 15% or more above the Consultant's Estimate. If required, the Consultant shall prepare a "Case II" or a "Savings" analysis, whichever applies, in accordance with the latest NYSDOT procedures.
 - f. The Consultant shall formally recommend to the Department, within twenty-four (24) hours of the receipt of the bid tabulation, an acceptable low bidder.
 - g. Within forty-eight (48) hours of the receipt of the bid tabulation, the Consultant shall submit comments on the reviewed computer printout of the submitted bids, in accordance with currently applicable Departmental Procedures.
 - h. In conjunction with the Uniform Code of Bridge Inspection, the Consultant shall prepare the NYSDOT's Level I Load Rating Summary, Level II Load Rating input forms, and update the Bridge Inventory Sheets for the reconstructed bridge (as per the design shown in the Contract Bid Documents submission).

The Consultant shall submit these items (Level I Load Rating Summary, the Level II Load Rating input forms, and Updated Bridge Inventory Sheets) to the NYSDOT's Region 11 Bridge Planning and Management Group, and send copies to the Department.

i. Microfilming and Indexing

In accordance with NYCDOT Requirements for the microfilming of, Detailed Microfilming of, and Computerized Indexing of Engineering Drawings and Documents, the Consultant shall assemble all appropriate project documentation and shall microfilm said documentation. This shall include, but not be limited to, the following:

- 1) The Consultant shall Microfilm and Index all Contract Documents and back-up information, as prepared and compiled in connection with this Project, including the existing Plans and all survey documents, in accordance with currently applicable Departmental Standards and Procedures.
- 2) The Consultant shall provide a computerized index, which shall be a chronological listing, including an abstract of document content for the central project file, said Index to be incorporated into the microfilm presentation.
- 3) All records shall be kept in a complete, comprehensively indexed central project file, which the Consultant shall maintain. This file shall contain all letters, reports, minutes, files notes, sketches, computations, telephone messages, diaries, surveys, marked-up drawings, worksheets, data, research records, computer outputs, payments, problem reports, applications, renderings, and permits. Additionally, the central project file shall be kept in a format in accordance with currently applicable Departmental Standards and Procedures, which in general shall mean a format which shall facilitate the indexing of the required records.

4. FINAL CONTRACT DOCUMENT RECORDS

The Consultant shall hand deliver the following Final Contract Document Records to the Commissioner after the Bid Analysis, Microfilming and Indexing are complete and in accordance with the time of completion schedule of this contract:

- a. The complete set of original (Permanent) Final Contract Bid Documents for the Project Bridge(s). These documents shall include plans, specification book(s) (including special specifications, proposal for bids, bid agreement) and itemized estimate(s). In addition, if any drawings were prepared using CADD, the Consultant shall also submit to the Department two (2) copies of the CADD diskettes.
- b. All project files, microfilm, and index of project files.
- c. Original design calculations and Bridge Load Ratings. The submission of computerized calculations must include, but is not limited to, diskettes and written details of all programming information and results.
- d. Originals/copies of all correspondence and data pertinent to the project. All correspondence shall be numbered, bound, and submitted with a typed index.
- e. The Consultant's certification that all applicable Departmental Standards, Directions, Rules, Regulations, and Guidelines have been conformed to.
- f. All materials shall be packaged and delivered to the Commissioner in temporary file-type cartons together with a typed index.
- g. This submission shall be subject to Departmental review and approval.

D. CONSTRUCTION SUPPORT SERVICES

INCLUDED HEREUNDER ARE THE MAJOR TASKS AND SERVICES WHICH SHALL BE PROVIDED BY THE CONSULTANT FOR THE PROJECT BRIDGE(S) AND BE PERFORMED DURING CONSTRUCTION SUPPORT SERVICES:

1. The Consultant shall provide Specialized Engineering Services, Plant Inspection Services, Materials Testing Services, Shop Drawing Review Services, and Design Services in accordance with the Contract Documents and the Referenced Design Specifications with a staff commensurate with the level of construction activity until completion and final acceptance of the Construction Contract work. In the event of a work stoppage or a winter shutdown, or as situation warrants, the Consultant shall reduce his work force appropriately or as directed by the Commissioner. Forms 4T-1 and 4T-2 of the Specific Requirements indicates the approximate level of competence required of the staff, together with estimated durations of employment.
2. The Consultant agrees to provide, as required by the Commissioner and to his satisfaction, Shop Drawing Review Services. The Consultant shall be responsible for the review and approval of all shop drawings as required by the Contract Documents. Shop Drawings shall be reviewed for their conformance with the Contract Documents and any changes to the details or specifications as approved by the N.Y.C.D.O.T. The Contract Documents include the Plans and Specifications along with all other referenced material in the Contract. The Consultant shall appropriately stamp all reviewed shop drawings with a stamp indicating "designations of acceptance" which conform to the contract documents and as approved by the Commissioner. Processing of Shop Drawings shall comply with directions given by the Commissioner. The Consultant may be required to coordinate his Shop Drawing review with other agencies as required by the contract documents or agencies as designated by the Commissioner.

All drawings prepared by the Contractor (including Sub-Contractors, Fabricators, Manufacturers, Erectors, etc.) to facilitate construction as required by the Contract Documents shall be termed Shop Drawings.

Such Shop Drawings shall include, but not be limited to the following:

- | | |
|--|---|
| 1. Structural Steel Drawings | 8. Bridge Railing Drawings |
| 2. Prestressed/Precast Concrete Drawings | 9. Bridge Bearing Drawings |
| 3. Shop/Plant Repair Procedures and Drawings | 10. Temporary Jacking and/or Shoring Drawings |
| 4. Heat Curving/Cambering Drawings | 11. Cofferdam/Sheeting Drawings |
| 5. Erection and Transportation Drawings | 12. Demolition/Removal Drawings |
| 6. Expansion Joint System Drawings | 13. Machinery Drawings/Catalog Cut |
| 7. Steel Reinforcement Drawings | 14. Electrical Drawings/Catalog Cut |

As part of Shop Drawings Review Services the Consultant also agrees to review and provide comments on any calculations required by the contract documents or by the Commissioner to be submitted by the contractor or his engineer.

3. The Consultant shall review the Contractor's Removal Plan to ascertain if they adequately identify and address safety conditions and that the demolition operation does not subject the structure to any stress in excess of the structures' ability to support.

4. The Consultant shall attend liaison, progress, coordination and other such meetings when required by the Department. When required by the Department, the Consultant shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they may apply to "Value Engineering" that is proposed by the Contractor.
5. Prior to commencement of work Shop Drawing Review and/or Erection Drawing Review Services, the Consultant shall submit to the Commissioner for review and approval, the names, grades, and experience of the personnel who it is anticipated will be utilized on these services. In no event shall the Consultant perform Drawing Review Services without prior written authorization by the Commissioner or his duly authorized representative.
6. The Consultant agrees to provide Interim (Semi-Annual) Inspection of the portion of the project bridge(s) open to traffic as per the Department's Interim Inspection requirements.
7. In the event the Department decides to provide Resident Engineering and Inspection Services with in-house personnel, the following shall be performed by the Consultant:
 - a. The Consultant shall have the in-house specialized capability or shall have a specialized subconsultant to handle the Department's Air-Monitoring Protocol.
 - b. The Consultant shall prepare, furnish, index, and microfilm complete sets of accurate shop, working, and record as-built drawings, catalog sheets, technical bulletins, manuals, diagrams, other printed matter, etc. as required which shall show the work as actually installed in compliance with the provisions of the Microfilming requirements.

III. FEES AND PAYMENTS

INCLUDED HEREUNDER ARE THE MAJOR PROVISIONS/REQUIREMENTS APPLICABLE TO PRELIMINARY DESIGN, FINAL DESIGN, AND CONSTRUCTION SUPPORT SERVICES:

A. FEE

In full payment for all services to be rendered hereunder, the City shall pay to the Consultant and the Consultant agrees to accept a fee not to exceed:

Preliminary Design	\$ _____	
Final Design	<u>\$1,572,600</u>	Budgetary amounts*
Construction Support	<u>\$ 114,050</u>	Budgetary amounts*

** Fees for Final Design and Construction Support are estimates based on information currently available to the Department. Should the scope of work develop during the Preliminary Design phase indicate that more work will be required for Final Design and Construction Support than is currently anticipated, any proposed fees for Final Design and Construction Support in excess of the amounts above are subject to the approval of the office of Management and Budget.*

If the Consultant is designated to complete all three (3) services, the total not-to-exceed fee is \$_____.

B. BASIS

The payment for the services rendered herein shall be made on the basis of total direct technical office salary costs of the Consultant attributable to the contract times a technical office multiplier, plus direct reimbursement for Principals' Time and certain out-of-pocket expenses.

C. DEFINITIONS

1. Direct Technical Office Salary Cost

Direct technical office salary cost shall include only engineering, surveying and drafting salaries, exclusive of Principals' Time, and shall be derived from direct individual salaries, not including overtime premium pay, vacation pay, holiday pay, social security, unemployment insurance, worker's compensation, sick pay or other fringe benefits. Any salary increases prior to or during the contract period shall be within parameters as established in the Engineer Pay Index of the U.S. Bureau of Labor Statistics-Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries. ¹

1 THE ANNUAL EMPLOYMENT COST INDEX PERCENT INCREASE TIMES THE TOTAL YEARLY SALARY COST OF ALL CURRENT EMPLOYEES WORKING ON THAT PROJECT FOR THE PRIOR YEAR, BECOMES A POOL OF MONEY FROM WHICH VARIOUS RAISES MAY BE GRANTED. THE MAXIMUM SALARY INCREASE PER PERSON IS LIMITED TO THE ANNUAL EMPLOYMENT COST INDEX PLUS 50% OF THE INDEX. THE TOTAL OF INDIVIDUAL RAISES SHALL NOT EXCEED THE POOL MONEY PER CONTRACT YEAR.

2. Technical Office Multiplier

The technical office multiplier shall be applied to the direct technical office salary costs of the Consultant in connection with the project, and shall be considered as including provisions for indirect costs and profit.

3. Principals' Time

Principals of the firm, such as partners or owners, shall be compensated for their time, to the extent that they perform services other than administrative or supervisory services, as follows:

- a. The rate of compensation for Principals' Time shall not exceed One Hundred Dollars (\$100.00) per hour, to be based on actual draw.
- b. The Principals participating in the Project shall provide the Commissioner with a demonstration certifying his/her actual draw from the firm on an average weekly basis. Where said rate exceeds Fifty Dollars (\$50.00) per hour, the principal participating in the project shall provide the Commissioner with a notarized statement by a certified public accountant that such rate does not exceed the principals' annual direct compensation, excluding profit, computed on an hourly rate. The amount payable for Principals' Time shall not be included in the technical salary cost base and is not subject to any multiplier.
- c. The Principals participating in the Project shall maintain a daily log of their participation, which shall be available for inspection by the Commissioner and the Comptroller of the City.
- d. The Commissioner shall certify that direct participation by the Principals is essential to the effective and economic completion of the Project.
- e. The total compensation for the Principals' Time shall not exceed Thirty-Five Percent (35%) of the total not to exceed fee as stated hereinbefore.

- f. In the event that a Principal assumes the specific assignment of responsibilities normally allocated to a technical member of the project team, said Principal shall be compensated at a rate corresponding to the technical salary commensurate with that assignment times an adjusted (where appropriate) multiplier, said multiplier to be established by Department's Engineering Audits Bureau to avoid duplication of indirect expenses. (Adjusted multiplier is calculated by decreasing 10% from multiplier).
- g. The words "the Principals" or "the Principals of the firm" are understood to mean those individuals in a firm who possess legal responsibility for its management. They may be owners, corporate officers, associates, partners, etc. With respect to a corporation, a principal is further defined as that person who owns ten (10) percent or more of the voting stock.

4. Out-Of-Pocket Expense.

Out-of-pocket expenses shall be limited to:

- a. The cost of acquiring, on a per diem basis, the services of other experts or engineers as may be required for the performance of the Consultant's services.
- b. The cost of acquiring the services of a licensed surveyor, as may be required, for performing surveying and/or plotting of surveys.
- c. The cost of retaining the services of a qualified contractor, or contractors, to provide for Concrete Coring and Concrete Core Testing Services, Concrete Encasement Removal, Steel Sampling, Underwater Inspection, Soils Investigation and Testing Services, and Permit Application Fees and related Sampling and Testing Services, as required.
- d. The cost of any Force Account expenditure(s) and/or Force Account Agreement(s) that may be required for the performance of the Consultant's In-Depth Inspection(s). (For Definition, See III.C.5)
- e. The costs of the use of motor vehicles, owned by the Consultant or employees of the Consultant or leased and maintained by the Consultant and used specifically for and only for the performance of this contract, shall be compensated on a direct mileage basis in accordance with the standards as established for reimbursement allowances for City personnel.
- f. The cost of procurement of copies of documents, data sheets, drawings and reports for reference and information.
- g. The cost of printing and duplication.
- h. The cost of photographic film, developing and printing.
- i. The cost of renting other materials or equipment, or acquiring services specifically for, and applicable only to, this project may be submitted for direct payment as out-of-pocket costs. This shall not include the purchase of general tools or office supplies whether expendable or reusable.

Out-of-Pocket expenses shall be subject to audit by the Department. Consequently, the Consultant shall maintain, and submit to the Department as part of his/her monthly payment voucher, time and material records for all out-of-pocket expenses incurred during that month and submitted for reimbursement in connection with the services herein contained.

5. Force Account Work

Force Account Work refers to the non-DTL expenses associated with having railroad entity personnel assist in the inspection of facilities above or below active railroad lines. Force Account Work also refers to the non-DTL expenses associated with having railroad entity personnel perform a technical review of the Plans.

6. Indirect Costs and Overhead

- a. Indirect Costs shall include costs of a general nature which could be applied to the Consultant's entire operation and which are not readily attributable to any one project. These shall include: fringe benefits, taxes, insurance premiums, postage, office supplies, motor vehicles, equipment, office machine and computer rentals, depreciation on purchased equipment, maintenance and operation costs, recruitment, temporary facilities, consultant fees, overhead (see below) and any such costs as are necessary to conduct the Consultant's operations with the exception of those cost items which are submitted for direct payment as out-of-pocket expenses.
- b. Overhead includes that portion of the Consultant's administrative, clerical and financial costs which are applicable to operations, including, but not limited to: rent, utilities, salary costs of administrative and clerical work (including administrative services of the Principal and Technical Typing), fringe benefits, payroll expenses, taxes, insurance, legal and professional fees, bank service charges, depreciation, office supplies and equipment, maintenance, etc.

D. PAYMENTS

- 1. During the course of the Contract, all payments, including the final payment, shall be paid to the Consultant on a monthly basis as they occur, as follows:
 - a. Payment shall be made based on direct technical office salaries of the Consultant and all Professional subcontractors in connection with the project, times a technical office multiplier of:

Overhead A	Profit B	Multiplier* (1+A)x(1+B)	
_____	_____	_____	For Preliminary Design
_____	_____	_____	For Final Design
_____	_____	_____	For Construction Support Services

***SAID MULTIPLIER WAS ESTABLISHED BY THE CONSULTANT IN HIS/HER "REQUEST FOR PROPOSAL" SUBMISSION AND HAS BEEN ACCEPTED BY THE DEPARTMENT SUBJECT TO THE REVIEW AND AUDIT PROVISIONS AS CONTAINED HEREIN.**

- b. For Final Design and Construction Support Services, the profit portion of Consultant's and Subconsultant's accepted multiplier shall be fixed at _____. The overhead portion shall be calculated and audited by the Department.
 - c. For approved out-of-pocket costs and allowable time for Principals' services, payments shall be made on the basis of direct reimbursement at cost to the Consultant, with no markup for the Consultant's overhead and profit.
2. The Consultant shall submit to the Commissioner, or his duly authorized representative, but not more than once per calendar month, a certified voucher, and six copies, setting forth in detail the items of work and services performed by the Consultant and the amount of partial payment requested. Vouchers shall be accompanied by statements prepared and certified by the Consultant setting forth the name and title of each of his/her and his/her sub-consultants employees who was engaged in the project during such respective month, the number of hours worked each day, the direct salary and the number of hours worked each day, the direct salary and the compensation attributable to the time for which the voucher is submitted. All vouchers shall be accompanied by a report on the progress of the work properly coded and tabulated to indicate the percentage of completion of each phase of the work. All said vouchers and progress reports shall be subject to review and approval of the Division's designated Project Engineer.
 3. The Commissioner shall review the said voucher and if, in his/her judgment, the work and services therein set forth have been performed, the Commissioner shall endorse his/her approval of payment of said voucher.
 4. Out-of-pocket expenses and compensation for Principals' Time approved by the Commissioner shall be paid at cost to the Consultant, with no markup for the Consultant's overhead and profit.
 5. There shall be a final payment made at the end of each phase (Preliminary Design, Final Design and Construction Support Services) with the release of the associated retainage of the applicable phase.
 6. The last and final payment to the Consultant shall become due and payable upon the actual completion of the work under this contract and the filing by the Consultant with the Commissioner of all records and documents in connection with the contract.
 7. The final voucher shall be accompanied by a statement certifying the total direct technical salary costs of the Consultant attributable to the contract.
 8. The Fee and all payments hereunder shall be subject to review and audit by the Department of Transportation and subject to a post audit by the Comptroller.
 9. The Fee shall not be increased for any reason except as provided herein.
 10. The City shall retain five percent (5%) from each Consultants' partial payment.
 11. Included hereunder are the major provisions/requirements applicable to Construction Support Services only:

- a. The annual daily wage rates, exclusive of applicable weekend/night work differential, shall not exceed the rates as shown on Form 4T-1. However, the Consultant may periodically, but not more than once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be subject to the approval of the Chief Engineer of Construction and the Engineering Audit Officer, and shall be within the parameters as established in the U.S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries.
 - b. Partial Payments:
 - 1) The Consultant shall be paid in monthly progress payments based on actual allowable cost incurred during the period in accordance with Section III-A of this Agreement. The consultant shall submit a breakdown of costs for each specific task provided with request for payment. Bills are subject to the approval of the Commissioner, or his duly authorized representative.
 - 2) The Consultant shall inform the City and all Sub Contractors and Sub Consultants of the Consultant's schedule for submitting monthly vouchers to the City, said schedule shall be strictly adhered to by the Consultant.
 - 3) All Sub Contractor and Sub Consultant Vouchers received by the Consultant at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the Consultant does not have other costs to be billed for that period. The Consultant shall inform the Sub Contractor or Sub Consultant of the date the voucher was submitted to the City and the amount included for the sub Contractor or Sub Consultant.
 - 4) The Consultant is required to make partial payments to all Sub Contractors and Sub Consultants within (10) calendar days of receipt of payment from the City.
 - 5) Accounts of the Consultant shall clearly identify the costs of the work performed under this Agreement and shall be subject to periodic and final audit by the City and, on Federally aided Projects, by the Federal Highway Administration. Such audit shall not be a condition of partial payment.
 - 6) The City shall retain five percent (5%) from each Consultant's progress payment.
 - c. The Consultant shall not be entitled to any additional compensation as a result of any sum or sums paid to the Construction Contractor(s) in settlement of claims for additional compensation or of any judgment for damages under the construction contract(s). However, in the event it becomes necessary to re-let the construction contract(s), the Consultant shall be compensated for any additional work required as a result of such re-letting as ordered by the Commissioner, under terms to be agreed upon.
 - d. The Consultant agrees that, in the event the City deems it necessary to cancel the Construction Contract of the project for any cause, he will perform the necessary Construction Support Services to effect the completion of the work described in said contract. For such services, the Consultant shall not receive extra compensation but he shall be compensated in accordance with the terms of this Agreement in the same manner as if the cancellation of such Construction Contract had not occurred.
12. The total length of the Preliminary Design and Final Design Services for the project bridge(s) shall be as stipulated in the Time of Completion Schedule. The total length of Construction Support Services shall be the duration of the Construction Contract of the project bridge(s).

E. COST LIMITATIONS

1. PRELIMINARY DESIGN

The "not to exceed" fee of \$_____ shall be apportioned as follows:

- a. The total direct technical office salary costs times the technical office multiplier stated herein plus reimbursement for Principals' Time for services provided hereunder shall not exceed \$_____.
- b. The total cost of routine operational out-of-pocket expenses shall not exceed \$70,000.00.*
- c. The cost of out-of-pocket expenses for the Concrete Coring Program shall not exceed \$10,000.00,* the cost of the Soils Investigation Program shall not exceed \$35,000.00,* the cost of force account expenses shall not exceed \$25,000.00,* the cost of Permit Application Fees and related Sampling and Testing shall not exceed \$35,000.00,* and the cost of the Hydraulic Survey shall not exceed \$-0-,* and the cost of the Hydraulic Study shall not exceed \$-0-.* Cost of work is subject to Departmental approval. Approval shall be based on competitive low bid process from a minimum of three subconsultants.

** The cost limitations for these are budgetary estimates of non-DTL expenses only and have been established to cover work which may reasonably be expected on this project. The actual extent and cost of this work shall be determined during the Consultant's operations in connection with the project, and may or may not exceed the limitations as stated herein. Cost of work is subject to Departmental approval. In the event that the cost of required work exceeds the stated cost limitation for this work, then the condition shall be deemed a change of scope and the Consultant shall, upon concurrence of the Department and of the Office of Management and Budget, make written request for an increase in funds in accordance with standard change-order procedures and in conformance with Appendix A2 Section 6.24.*

- d. The total direct technical office salary cost times the technical office multiplier plus reimbursement for Principals' Time and approved out-of-pocket expenses for services provided in connection with contingent work to provide Underwater Inspection, as stated herein, shall not exceed \$-0-,** and services provided in connection with contingent work to provide a Steel Sampling Program, as stated herein, shall not exceed \$-0-** and services provided in connection with contingent work to provide for flagged conditions, as stated herein, shall not exceed \$50,000.00** Cost of work is subject to Departmental approval. Approval shall be based on competitive low bid process from a minimum of three subconsultants.
- e. The total direct technical office salary cost times the technical office multiplier plus reimbursement for Principals' time and approved out-of-pocket expenses for services provided in connection with contingent work to provide a ULURP process, as stated herein shall not exceed \$-0-** , and services provided in connection with contingent work to provide Title Examinations and Reports, as stated herein, shall not exceed \$-0-** Cost of work is subject to Departmental approval. Approval shall be based on competitive low bid process from a minimum of three subconsultants.

** No work shall be performed under these contingency provisions unless the Consultant has demonstrated, in writing, that the work under the contingency provisions is necessary for the prosecution of the services required under this Agreement. The cost limitation for contingency work is a budgetary estimate only and has been established to cover work which may reasonably be expected on this project. The actual extent and cost of this work shall be determined during the Consultant's operations in connection with the project, and may or may not exceed the limitations as stated herein before. Cost of work is subject to Departmental approval. In the event that the cost of required work exceeds the cost limitations as stated for this work, then the condition shall be deemed a change of scope and the Consultant shall, upon concurrence of the Department and the Office of Management and Budget, make written request for an increase in funds in accordance with standard change-order procedures and in conformance with Appendix A2 Section 6.24.

2. FINAL DESIGN

The Final Design fee shall be negotiated at the completion of Preliminary Design, and shall be apportioned at that time. In accordance with the not to exceed fee and technical office multiplier(s) as stipulated herein under section III. (Fees & Payments)

Final Design Services \$1,572,600.00 Budgetary Amount

3. CONSTRUCTION SUPPORT

The Construction Support fee shall be negotiated at the completion of Final Design, and shall be apportioned at that time. In accordance with the not to exceed fee and technical office multiplier(s) as stipulated herein under section III. (Fees & Payments)

Construction Support Services \$114,050.00 Budgetary Amount

4. Upon approval by the Department, funds may be transferred between tasks as long as the scope or total fee of the Agreement is not exceeded, upon approval of the Department.

5. For both partial and final payment purposes (Preliminary and Final Design only), the cost limitations, as herein stated in Form 4T2, shall be adhered to.

6. In addition to any other requirements contained herein, the Consultant is advised that all payments due under this contract are subject to various directives issued by the Office of the Comptroller regarding the auditing of payments to consultants. Such directives are:

Directive No. 2 (“Guidelines for Audit of Vouchers Submitted Under Cost Reimbursable Contractual Agreements”); Directive No. 6 (Travel Meals Lodging and Miscellaneous Agency Expenses’); and Directive No. 7 (“Audit of Payment Vouchers Issued Under Contracts for Construction, Equipment and Related Consultant Services”).

Said Directives may be obtained from the Project Engineer.

In addition to any other requirements contained herein, the Consultant is advised that all payments due under this contract are subject to various directives issued by the Office of the Comptroller regarding the auditing of payments to consultants. Such directives are:

Directive No. 2 (Guidelines for Audit of Vouchers Submitted Under Cost Reimbursable Contractual Agreements); Directive No. 6 (Traveling, Meals, Lodging and Miscellaneous Agency Expenses); and Directive No. 7 (“Audit of Payment Vouchers Issued Under Contracts for Construction, Equipment and Related Consultant Services”).

IV. TIME OF COMPLETION

The Consultant shall complete all tasks associated with the Preliminary and Final Design phases of this contract within the time frames listed, for the project bridge(s), of the contract. The total anticipated time of completion is **1,825** Consecutive Calendar Days from Date of Written Notice to Proceed until final completion of the construction contract.

THE CONSULTANT SHALL COMPLETE ALL TASKS AS LISTED IN SECTION II, HEREIN, AND SHALL SUBMIT TO THE CHIEF ENGINEER ALL DOCUMENTS AS LISTED IN SECTION II, HEREIN, WITHIN THE TIME FRAMES LISTED, FOR THE PROJECT STRUCTURES, IN TABLE 1 OF THE CONTRACT.

V. PROGRESS REPORTING (PRELIMINARY AND FINAL DESIGN ONLY)

A. Upon receipt of the Notice to Proceed, the Consultant shall prepare and submit for approval by the Commissioner a detailed, initial Progress Report (Bar Charts, written text, listing of each contract drawing showing the estimated percent of completion of each drawing) for the services required in connection with the project bridge(s). A Progress Report shall be submitted at the Start-up Meeting. The Schedule Bar Chart shall include, but not be limited to, the following: projected dates for completion of In-Depth Inspection and Survey, Concrete Coring and/or Steel Sampling, and Soil Investigation Programs; projected completion/target dates for submission of the Draft Bridge Reconstruction Project Report, Final Bridge Reconstruction Project Report, Draft Preliminary Plans, and Approved Preliminary Plans; projected completion/target dates for submission of the Advanced Plans; projected ULURP completion date; projected submission dates of Final Contract Bid Documents; a detailed listing of all tasks, sub-tasks and milestones required in connection with the Project; the time necessary to complete the various tasks, sub-tasks and milestones; the interrelationship of milestones; the interrelationship and dependency of the various elements of the Bar Chart; and the Project's critical path. All contract times and extensions of time shall be indicated.

B. For the purpose of the Schedule Bar Chart, the date of Notice to Proceed shall be established as the "Anniversary Date".

C. On a monthly "Anniversary Date" basis, the Consultant shall analyze the Project's progress as it relates to the approved Schedule Bar Chart. Additionally, the Consultant shall file with the Commissioner a report on this analysis, which shall include, but not be limited to, the following: actual time used for each element of the work plan network; changes in targeted completion dates for the various elements of the network; the reasons for any delays in the targeted completion dates; the need and justification for any extensions of time; a narrative description of the work performed during the reporting period; a narrative description of the work projected for the next reporting period; a list of contract drawings showing the estimated percent of completion of each drawing; and a revised work plan network which reflects the Project's current status at the end of the instant reporting period.

D. Progress Reports and documentation shall be submitted to the Commissioner, for approval, no later than two (2) working days following the close of the reporting period.

E. Recoupment of Cost of Design Errors and Omissions

In each instance in which a change order is made necessary because of a consultant design error or omission, DOT shall take appropriate steps to recover from the consultant the costs of the change order to the City in excess of what the work would have cost in the absence of such error or omission.

Neither the Consultant nor any of its Sub-Consultants will perform any legal services under this agreement without the prior written approval of the Department and the Law Department.

I. GENERAL REQUIREMENTS

- A. The intent of this Contract is to provide for a coordinated Preliminary Design(s) and Final Design(s) for preparation of Contract Documents to be used in the public bidding of the related project bridge(s) and to provide for Construction Support Services. Pertinent data which describes the bridge(s), and which states various parameters pertaining to the work to be done at each bridge site, is listed in the attached Project Bridge Data Sheet(s).*

It is the purpose of this Contract to present a coordinated effort for either the total rehabilitation, or reconstruction or replacement of the project bridge(s) and to define and outline the major issues and proposed solutions to the issues involved.

* **Note:** It is the Consultant's responsibility to verify all information provided herein, such as year built, type of superstructure, etc. In particular, please note that the year built provided herein does not include major or minor rehabilitation.

B. ENGINEERING SERVICES FOR THIS CONTRACT SHALL CONSIST OF THE FOLLOWING:

1. PRELIMINARY DESIGN

- a) The performance of an In-Depth Inspection including field survey for the superstructure and the substructure.
- b) The performance of a Soil Investigation Program / Geotechnical Foundation Report.
- c) The preparation of a Bridge Deck Evaluation Report and where required by the Project Bridge Data Sheets(s), the preparation and supervision of a Concrete Coring Program(s).
- d) The preparation of Bridge Load Ratings.
- e) The performance of Seismic Assessment.
- f) The preparation of an accident report analyzing the past three years of accident data collected from the New York City Police Department at Police Plaza. Report shall include identification of all accidents attributable to geometric features of the bridge and approaches.
- g) The preparation of a Bridge Reconstruction Project Report (BRPR) including all results and recommendations of the In-Depth Inspection, Bridge Deck Evaluation Report, Bridge Load Rating, Seismic Assessment and Investigation of Design Alternatives.
- h) The preparation of Preliminary Plans, including a detailed Right-of-Way map, for the approved design alternative.
- i) Project coordination, as an ongoing task during the performance of all other tasks and services.

At the completion of Preliminary Design, the NYCDOT will decide whether to continue to Final Design under this Contract or have the tasks associated with Final Design completed under a new Consultant Design Contract. In no event shall the firm proceed to Final Design until written authorization is received from the NYCDOT.

2. FINAL DESIGN

- a) The preparation of the Advanced Plans Submission. This submission shall consist of 90% complete plans, 90% complete specification book(s), 90% complete special specifications, and 90% complete itemized estimate(s) for each of the project bridge(s) called for in this Contract. In each instance, 90% complete means equal to 90% of a Final Contract Bid Document submission.
- b) The preparation of Final Contract Bid Documents, for each of the project bridge(s) called for in this Contract. This requires the submission for approval of Final Plan Submission(s) and PS&E submission(s), and the submission of Final Contract Bid Documents for use in the construction contract bidding process.
- c) The performance of a Bid Analysis of the bids received on the project bridge(s) resulting from this contract. Microfilming and indexing services and the delivery of Final Contract Document Records are also part of this task.
- d) Project coordination, as an ongoing task during the performance of all other tasks and services.

At the completion of Final Design, the NYCDOT will decide whether to continue to Construction Support Services under this Contract or have the tasks associated with Construction Support Services completed under a new Consultant Construction Support Contract. In no event shall the Consultant proceed to Construction Support Services until written authorization is received from the NYCDOT.

3. CONSTRUCTION SUPPORT SERVICES

- a) Shop Drawing Review Services, consisting of review and approval of shop and working drawings, and review and approval of Contractor's construction procedures/practices.
- b) Specialized Engineering Services consisting of the performance of any redesign resulting from unanticipated field conditions uncovered during construction.
- c) Attend liaison, process, coordination and other such meetings when required by the Department.
- d) The Consultant shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they apply to "Value Engineering" that is proposed by the Contractor.

The Consultant specifically agrees that:

- (e) its subcontractor's agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform;
- (f) the firm shall not subcontract more than 49% of the contract work;
- (g) the firm will comply with the provisions of the New York Labor Law and all State Laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of the Agreement and;
- (h) the firm will secure all licenses and permits, if any, that are necessary for the performance of its duties under this Contract.

In fulfillment of provision (e) above, the Consultant shall submit a resume for each employee prior to assignment to the Contract, for review and approval by the Agency. Employees shall be Professional Engineers licensed in the State of New York if their ASCE/NICET grade, as shown in Table I, requires that they be Professional Engineers. No substitutions for approved employees shall be permitted until the resume of the replacement employee is approved.

- C. All technical data in regard to the Contract existing in the Office of the Commissioner or existing in the offices of the Consultant shall be made available to the other party to this Agreement without expense to such other party, or additional compensation to the Consultant.
- D. All office diaries, engineers' and inspectors' diaries, daily records of labor, materials and equipment used, notes, designs, reports including laboratory and plant inspection reports, drawings, tracings, estimates and specifications prepared and furnished by the Consultant shall become the property of the City upon their approval and acceptance in writing by the Commissioner or upon the termination of the Consultant's services, pursuant to Appendix "A2" of this Agreement. The Consultant shall deliver to the Commissioner all said diaries, daily records of labor, material and equipment used, notes, designs, reports, drawings, tracings, estimates and specifications, which there-after the City may utilize in whole or in part or in modified form and in such manner of for such purposes or as many times as it may deem advisable, without employment of or additional compensation to the Consultant.

SECTION VII

B) GENERAL PROVISIONS (APPENDIX A2)

APPENDIX A2

**GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS,
PROFESSIONAL AND Technical SERVICES**

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APPENDIX A2

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. DEFINITIONS

- 1.1 As used throughout this Contract, the following terms shall have the meaning set forth below:
- A. “City” shall mean the City of New York, its departments and political subdivisions.
 - B. “Comptroller” shall mean the Comptroller of the City of New York.
 - C. “Department” or “Agency” shall mean the New York City Department of Transportation.
 - D. “Commissioner” or “Agency Head” shall mean the Commissioner of the Department of Transportation or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.
 - E. “Law” or “Laws” shall include but not be limited to the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 PROCUREMENT OF CONTRACT

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Contract 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 Contract and the City relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the Agency shall have the right to annul this Contract 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 Contract.

2.2. 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 the Contract 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 Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Contract or in the proceeds thereof.

2.3 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/proposer or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this Contract and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the bid or proposal opening, directly or indirectly, to any other bidder/proposer 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 bid or 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.

ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY

- 3.1 All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based are subject to audit by the Department and by the Comptroller of the City of New York pursuant to the powers and responsibilities as conferred upon said Department and said Comptroller by the New York City Charter and Administrative Code of the City of New York, as well as orders and regulation promulgated pursuant thereto.**
- 3.2 The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by said Department and said Comptroller so that they may evaluate the reasonableness of the charges and shall make its records available to the Department and to the Comptroller as they consider necessary.**
- 3.3 All books, vouchers, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City of New York, the State of New York, the Federal Government and any other person duly authorized by the City. Such audit may include examination and review of the source and application of all funds whether from the City, any State, the Federal Government, private sources or otherwise.**
- 3.4 The Contractor shall not be entitled to final payment under the Contract until all requirements have been satisfactorily met.**

ARTICLE 4. COVENANTS OF THE CONTRACTOR

4.1 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 Contract. 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 Contract resulting from any negligent or wrongful act of omission or commission or error in judgement of any of its officers, trustees, employees, agents, servants, of 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. 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 Contract 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.

4.2 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, by 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, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 INSURANCE

A. Required Insurance Coverage: Before performing any work on the Contract, the Contractor shall procure and maintain for the duration of the Contract, insurance against any claims for injuries to persons or damage to property which may arise from or in connection with

the performance of the work in this Contract by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall procure the required insurance from companies licensed and authorized by the New York State Department of Insurance to do business in New York State and with a Best's rating of A-7 or better.

1. **Commercial General Liability.** Before performing any work on the Contract, the Contractor shall procure Comprehensive General Liability Insurance in the Contractor's name and naming the City of New York and the Department of Transportation as additional insured thereunder and endorsed to cover the liability assumed by the Contractor under the indemnity provisions of this Contract. This insurance policy shall be maintained during the term of this Contract and shall protect the City of New York, the Contractor and/or its subcontractors performing work under this Contract from claims for property damage and/or bodily injury, including death, which may arise from operations under this Contract, whether such operations are performed by the Contractor or anyone directly or indirectly employed by the Contractor. The coverage provided shall not be less than \$1,000,000 per occurrence. The coverage provided must be "occurrence" based; "claims-made" coverage will not be accepted.
2. **Workers' Compensation Insurance.** Before performing any work on this Contract, the Contractor and each Subcontractor shall provide Workers' Compensation Insurance in accordance with the Laws of the State of New York, and the United States Longshoremen's and Harbor Workers' Act where applicable, on behalf of all employees providing services under this Contract.
3. **Employers' Liability Insurance.** Before performing any work on this Contract, the Contractor shall procure Employers' Liability Insurance, in the amount of at least \$1,000,000 per accident, providing compensation for bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the Contractor.
4. **Automobile Liability.** Before performing any work on this Contract, the Contractor shall procure commercial auto liability insurance covering all owned, non-owned, hired and borrowed vehicles to be used in connection with this Contract. The City of New York and the Department shall be named as additional insureds. Coverage shall be in an amount of at least \$1,000,000.00.

5. **Unemployment Insurance.** Before performing any work on this Contract, Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.
6. **Professional Liability.** Before performing any work on this Contract, the Contractor shall procure Professional Liability Insurance covering as insured the Contractor, with a limit of liability of not less than \$1,000,000. All sub-consultants to the Contractor providing professional services under this Contract shall also provide evidence of Professional Liability Insurance to the Commissioner at limits appropriate to the exposures of the sub-consultant's work, with deductibles suitable for the financial capacity of the sub-consultant and through carriers and on forms acceptable to the City.
7. The Contractor agrees to indemnify and hold harmless the City of New York and each officer, agent and employee of the City of New York against any and all claims for personal injury or wrongful death or damage to personal property arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

(B) General Requirements for Insurance Policies:

1. All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The Contractor must first obtain the written approval of the City's Risk Manager of the Mayor's Office of Operations, or its delegate, in the event it wishes to maintain any type of required insurance with a company not licensed to do business in the State of New York.
2. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the City is an insured under the policy.
3. All insurance policies shall include, without limitations, the following endorsements/requirements.
 - (a) Notice under the Policy to the City as Additional Insured shall be addressed to each of the following: (1) the Commissioner; (2) Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, NY 10007; and

- (b) Notwithstanding any provision of this policy to the contrary, notice by or on behalf of the City as Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the Comptroller; however, in no event shall notice be deemed untimely so long as it is given within 180 days of the filing of the Notice of Claim; and**
- (c) Any notice, demand other writing by or on behalf of the Contractor to the Insurance Company relating to any occurrence, offense, claim or suit shall also be deemed to be a notice, demand, or other writing on behalf of the City as Additional Insured, and any response thereto on behalf of the Insurance Company shall be sent to the Contractor, to the City at New York City Law Department, Insurance Law Unit, Affirmative Litigation Division, 100 Church Street, New York, NY 10007, and to the Comptroller at Insurance Unit, NYC Comptroller's Office, 1 Centre Street, Room 1222, New York, NY; and**
- (d) Notice of Cancellation of Policy: In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless sixty (60) days' prior written notice is sent to the Named Insured by Registered Mail and also sent to the Commissioner and to the Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior consent of the said Commissioner; and**
- (e) It is agreed that the Insurance Company, in the event of any payment under these policies, will waive its rights of recovery, if any, against the City; and**
- (f) The Insurance required for this contract must be on forms acceptable to the City and offered by Insurers acceptable to the New York State Insurance Department; and**

- (g) Where circumstances warrant, the Commissioner may, at his discretion and subject to acceptance by the Law Department and/or the Office of the Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements; and
- (h) The Contractor shall be solely responsible for payment of all premiums for Insurance requirements, and shall be solely responsible for the payment of all deductibles to which such policies are subject whether or not the City of New York is an insured under the policy; and
- (i) Claims-made policies will only be accepted for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year; and
- (j) The policies shall contain no exclusions or endorsements which are not acceptable to the City; and
- (k) Should the policies providing for any of the Insurance coverage required by the Contract expire during the Contract term, certificates confirming renewal of such insurance coverage shall be presented the Commissioner not less than thirty (30) days prior to the expiration date of coverage. In addition, a copy of the actual renewal policy, with all endorsements, shall be provided to the Commissioner no later than thirty (30) days after the expiration of the policy previously provided to the Commissioner. Failure to provide any renewal policy shall be ground to suspend payments to the Contractor; and
- (l) Submission of Insurance Certificates and Policies. For all insurance coverage required under the Contract, two (2) certificates of such insurance shall be furnished to the Commissioner not later than twenty (20) days after receipt of the Notice of Award, unless otherwise directed by the Commissioner. In addition, with respect to all insurance coverage required by the contract, with the exception of Workers' Compensation and Employer's Liability Insurance, two (2) executed copies of the insurance POLICIES shall be provided to the

Commissioner as soon as is practicable, but in not event later than thirty (30) days after the commencement of work. No Contract payments will be accepted for processing until such policies are received and approved, and failure to provide the required policies shall be ground for declaring the Contractor in default.

- C. **Materiality/Non-Waiver:** The Contractor's failure to secure policy(ies) in complete conformity with this article, or to give the Insurance Company timely notice of an occurrence, offense, claim or suit on behalf of the City, shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

4.4 PROTECTION OF CITY PROPERTY

- A. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Contract and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel and employees, or any person, firm, company, agent or others engaged by the Contractor as an expert, consultant, specialist or subcontractor hereunder.
- B. In the event that any such City property is lost or damaged, except for normal wear and tear, the City shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover such loss of damage.
- C. The Contractor agrees to indemnify the City and hold it harmless from any and all liability or claim for damages due to any such loss or damage to any such City property described in subsection 4.4A above.
- D. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Contract.

4.5 CONFIDENTIALITY

All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Contract are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the Department.

4.6 BOOKS AND RECORDS

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

4.7 RETENTION OF RECORDS

The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of the Contract, whichever is later. City, State and Federal auditors and any other persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

4.8 COMPLIANCE WITH LAW

Contractor shall render all services under this Contract in accordance with applicable provisions of Federal, State and Local laws, rules and regulations as are in effect at the time such services are rendered.

4.9 INVESTIGATION CLAUSE

- A. The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation, to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.**
- B. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York or;**

- C. If any person refused to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is an interested party in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation with the City, then;**
- D. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.**
- E. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (G) below without the City incurring any penalty or damages for delay or otherwise.**
- F. The penalties which may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:**
- 1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or**
 - 2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.**

- G. The Commissioner or Agency Head shall consider and address, in reaching his or her determination and in assessing an appropriate penalty, the factors listed in paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraph (3) and (4) below in addition to any other information which may be relevant and appropriate:**
- 1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.**
 - 2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.**
 - 3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.**
 - 4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (F) above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in (D) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.**
- H.**
- 1. The term "license" or "permit" as read herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.**
 - 2. The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal, or employee.**
 - 3. The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or permits from or through the City or otherwise transacts business with the City.**

4. The term “member” as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- I. In addition to and notwithstanding any other provision of this Contract the Commissioner or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days’ written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

4.10 ASSIGNMENT

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or of Contractor’s rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the notices due or to become due under this Contract, unless the prior written consent of the Agency shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.
- B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination for cause, at the option of the Agency; and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees or transferees, and all monies that may become due under the Contract shall be forfeited to the City except so much thereof as may be necessary to pay the Contractor’s employees.
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New York.
- D. This Agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

4.11 SUBCONTRACTING

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Contract without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the

Department with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:

1. That the work performed by the subcontractor must be in accordance with the terms of the Contract between the Department and the Contractor.
 2. That nothing contained in such Contract shall impair the rights of the Department.
 3. That nothing contained herein, or under the Contract between the Department and the Contractor, shall create any contractual relation between the Subcontractor and the Department, and
 4. That the Subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Contract between the Department and the Contractor.
- B. The Contractor agrees that it is fully responsible to the Department for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.
- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

4.12 PUBLICITY

- A. The prior written approval of the Department is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Contract, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Contract.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, the Department shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

4.13 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

- A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.**
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to conviction of the Contractor or a substantially-owned affiliated company thereof for participation in international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render this Contract forfeited and void.**
- C. The Contractor shall comply in all respects, with the provisions of § 6-114 of the Administrative Code of the City of New York and the rules and regulation issued by the Comptroller thereunder.**

4.14 INVENTIONS, PATENTS AND COPYRIGHTS

- A. Any discovery or invention arising out of or developed in the course of performance of this Contract shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.**
- B. No report, document or other data produced in whole or in part with contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Contract.**
- C. In no case shall subsection A and B of this section apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Contract.**

4.15 INFRINGEMENTS

The Contractor shall be liable to the Department and hereby agrees to indemnify and hold the Department harmless for any damage or loss or expense sustained by the Department from any infringement by the Contractor of any copyright, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Contract.

4.16 ANTI-TRUST

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

ARTICLE 5. TERMINATION

- A. The Department and/or City shall have the right to terminate this Contract, in whole or in part:**
- 1. Under any right to terminate as specified in any section of this Contract.**
 - 2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Contract.**
 - 3. Upon the Contractor's becoming insolvent.**
 - 4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntarily or involuntarily.**
 - 5. Upon the Commissioner's determination that termination is in the best interest of the City.**
- B. The Department or City shall give the Contractor written notice of any termination of this Contract specifying therein the applicable provisions of subsection A of this section and the effective date thereof, which shall not be less than ten (10) days from the date the notice is received.**

- C. The Contractor shall be entitled to apply to the Department to have this Contract terminated by said Department by reason of any failure in the performance of this Contract (including any failure by the Contractor to make progress in the execution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or any other case beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgment therein. If such a determination is made and the Contract terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.**
- D. Upon termination of this Contract the Contractor shall comply with the Department or City close-out procedure, including but not limited to:**
- 1. Accounting for and refunding to the Department or City within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Contract.**
 - 2. Furnishing within thirty (30) days an inventory to the Department or City of all equipment, appurtenances and property purchased through or provided under this Contract carrying out any Department or City directive concerning the disposition thereof.**
 - 3. Not incurring or paying any further obligation pursuant to this Contract beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after such date shall be paid by the Department or City in accordance with the terms of this Contract. In no event shall the "obligation", as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord.**
 - 4. Turn over to the Department or City or its designees all books, records, documents and material specifically relating to the Contract.**
 - 5. Submit, within ninety (90) days, a final statement and report relating to the Contract. The report shall be made by a certified public accountant or a licensed public accountant.**

- E. In the event the Department or City shall terminate this Contract, in whole or in part, as provided in paragraphs 1, 2, 3, or 4 of subsection A of this section, the Department or City may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Contract to the extent not terminated hereby.**
- F. Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's breach of the Contract, and the City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.**
- G. The provisions of the Contract regarding confidentiality of information shall remain in full force and effect following any termination.**
- H. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Contract.**

ARTICLE 6. MISCELLANEOUS

6.1 CONFLICT OF LAWS

All disputes arising out of this Contract shall be interpreted and decided in accordance with the laws of the State of New York.

6.2 GENERAL RELEASE

The acceptance by the Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the City from any and all claims of liability to the Contractor arising out of the performance of this Contract.

6.3 CLAIMS AND ACTIONS THEREON

- A. Any claim, which is not subject to the Dispute Resolution provisions of the PBB Rules, against the City for damages for breach of contract shall not be made or asserted in any action or proceeding at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as hereinbefore provided.**
- B. No action or proceeding shall be instituted or maintained on any such claims unless such action or proceeding be commenced within six (6) months after the date the Commissioner issues a Certificate of Substantial Completion except that:**

1. Any claims arising out of events occurring after the date the Commissioner issues a Certificate of Substantial Completion and before Final Acceptance of the work shall be asserted within six (6) months of Final Acceptance of the work;
 2. Any claims for monies deducted, retained or withheld under the provisions of this Contract shall be asserted within six (6) months after the date when such monies become due and payable hereunder; and
 3. If the Commissioner exercises his/her right to terminate the Contract Pursuant to Article 5, any such action shall be commenced within six (6) months of the date of filing in the Office of the Comptroller of the City of the Certificate for Final Payment hereunder.
- C. In the event any claim is made or any action brought in any way relating to the Contract herein, the Contractor shall diligently render to the Department and/or the City of New York, without additional compensation, any and all assistance which the Department and/or the City of New York may require of the Contractor.
- D. The contractor shall report to the Department in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

6.4 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the City for, or on account of, anything done or omitted in connection with this Contract.

6.5 WAIVER

Waiver by the Department of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract unless and until the same shall be agreed to in writing by the Department or City as required and attached to the original Contract.

6.6 NOTICE

The Contractor and the Department hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by Certified Mail shall be conclusive and deemed to be sufficient service thereof upon such party as of

the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice of process in the institution of an action or proceeding as provided by law, including the Civil Practice Law and Rules.

6.7 ALL LEGAL PROVISIONS DEEMED INCLUDED

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

6.8 SEVERABILITY

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

6.9 POLITICAL ACTIVITY

There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Contract, nor shall any of the funds provided under this Contract be used for such purposes.

6.10 MODIFICATION

This Contract may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

6.11 PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Contract and in no way affect this Contract.

6.12 NO REMOVAL OF RECORDS FROM PREMISES

Where performance of this Contract involves use by the Contractor of departmental papers, files, data or records at departmental facilities or offices, the Contractor shall not remove any such papers, files, data or records, therefrom without the prior approval of the Department's designated official.

6.13 INSPECTION AT SITE

The Department shall have the right to have representatives of the Department or the City, State or Federal governments present at the site of the engagement to observe the work being performed.

6.14 MERGER

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

6.15 CONDITIONS PRECEDENT

This contract shall neither be binding nor effective unless:

- A. Approved by the Mayor pursuant to the provisions of Executive Order No. 42 dated October 9, 1975, in the event the Executive Order requires such approval; and
- B. Certified by the Mayor (Mayor's Fiscal Committee created pursuant Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and
- C. Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the Act require such approval.

- D. It has been authorized by the Mayor and the Comptroller shall have endorsed his or her certificate that there remains unexpended and
- E. unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out this Contract.

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

6.16 PPB RULES

The Contract is subject to the Rules of the Procurement Policy Board of the City of New York effective September 1, 1990, as amended. In the event of a conflict between said Rules and a provision of this Contract, the Rules shall take precedence.

6.17 STATE LABOR LAW AND CITY ADMINISTRATIVE CODE

- A. As required by New York State Labor Law § 220-e:
 - 1. That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified as available to perform the work to which the employment relates;
 - 2. That neither the Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex or national origin;
 - 3. That there may be deducted from the amount payable to the Contractor by the City under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract;
 - 4. That this Contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.

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

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

1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.
2. It shall be unlawful for any person or any servant, agent or employee of any person, described in subdivision (a) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
3. Disobedience of the foregoing provisions shall be deemed a violation of a material provision of the Contract.
4. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty days, or both.

6.18 FORUM PROVISION CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- A. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.
- B. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:

1. If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing;
2. With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.
3. With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.
4. If the Contractor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York, or if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

6.19 E.O. 50 APPENDIX A RIDER

- A. This Contract is subject to the requirements of Executive Order No. 50 (1980) as revised (“E.O. 50”) and the Rules and Regulations promulgated have been complied with in their entirety. By signing this Contract, the Contractor, agrees that it:
 - (1) Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

- (2) Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;**
 - (3) Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;**
 - (4) Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and**
 - (5) Will furnish all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50 rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.**
- B. The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a**

material breach of the Contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- (i) disapproval of the Contractor;
 - (ii) suspension or termination of the Contract;
 - (iii) declaring the Contractor in default;
 - (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.
- C. The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be non-responsible.
- D. The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.
- E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

6.20 NOISE CONTROL CODE PROVISIONS

- A. The Contractor agrees to comply with the provisions of Section 24-216, Noise Abatement Contract Compliance, of Chapter 2 of Title 24 of the Administrative Code of the City of New York which stipulates the following:
- 1. Devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the New York City Noise Control Code shall be operated, conducted, constructed or manufactured without causing a violation of the Code.

2. Such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the Department of Environmental Protection. Regulations promulgated pursuant to Section 24-216 after the proposal received for this Contract shall not alter its terms, conditions and specifications.

6.21 LIQUIDATED DAMAGES

- A. In case the Contractor shall substantially fail to complete the work within the times fixed in the General Provisions of this Contract or within the times to which such completion may have been extended by agreement, the Contractor must pay to the City the sum of one hundred (\$100) dollars for each and every calendar day that the time consumed in completing the work exceeds the time allowed, provided, however, that the delay in completing the work is within the control of the Contractor and is caused solely by the Contractor's acts or failures to act. Delays beyond the control of the Contractor shall include, but not be limited to, those caused by the following:
 1. On the part of the City, its agencies, employees and representative acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
 2. On the part of private utilities and agencies, acts or failure to act to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
 3. Unavoidable casualties, including Acts of God.
 4. The enforcement of laws and regulation by the City, the State of New York and/or Federal Government enacted subsequent to the date of this Contract.
- B. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the work hereunder, the sum of one hundred (\$100) dollars is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

- C. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification or the Contractor's obligation to indemnify the City, or any other remedy provided for by contract or by law.
- D. The Comptroller will deduct and retain out of the monies which may be due hereunder, the amount of any such liquidated damages; and in case the amount which may be due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the Comptroller.

6.22 COPIES OF REPORTS

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

6.23 CONTRACTOR'S PERFORMANCE EVALUATION

The Contractor's performance shall be evaluated by the City upon Contract completion. A copy of the evaluation will be sent to the Contractor not later than fifteen (15) calendar days after the occurrence of this event and the Contractor may respond in writing to the performance report. Such response shall be submitted to the Commissioner not later than fifteen (15) calendar days after a copy of the evaluation is sent to the Contractor. The response will be affixed to the evaluation. Failure to respond may result in review of the Contractor's performance when a proposal is evaluated without the benefit of the Contractor's response to the evaluation.

6.24 CONTRACT CHANGES

- A. 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. Contractors deviating from the requirements of an 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 part of the original Contract.

- B. 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 the work.**
- C. Changes may include any one or more of the following:**
- 1. Specification changes to account for design errors or omissions;**
 - 2. 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 City Chief Procurement Officer (CCPO) (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts);**
 - 3. Extensions of a Contract term for good and sufficient cause for a cumulative period not to exceed one (1) year from the date of expiration of the current Contract. Requirements contracts shall be subject to this limitation;**
 - 4. Changes in delivery location;**
 - 5. Changes in shipment method; and**
 - 6. Any other changes not inconsistent with the PPB Rules.**
- D. Any Contractor 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 necessarily delayed by a change order, the Contractor may be entitled to an extension to time of performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.**

6.25 RESOLUTION OF DISPUTES

- A. Except as provided in A(1) and A(2) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy**

Board (“PPB Rules”). This procedure shall be the exclusive means of resolving any such disputes.

- 1. This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.**
- 2. For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the vendor’s work to the contract, and the acceptability and quality of the vendor’s work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the vendor disagrees.**
 - B. All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.**
 - C. During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the vendor shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer (“ACCO”) or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any and all claims being presented pursuant to this section and a material breach of contract.**
 - D. Presentation of Dispute to Agency Head.**
 - 1. Notice of Dispute and Agency Response. The vendor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the vendor relies in support of its**

position, as well as a detailed computation demonstrating how any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the vendor to produce any requested material whose relevancy the vendor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the vendor of its claim.

2. **Agency Head Inquiry.** The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the vendor and the ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other vendor with a contract related to the work of this contract and that vendor shall be bound by the decision of the Agency Head. Any vendor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the vendor initiating the dispute.
3. **Agency Head Determination.** Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other

designee of the Commissioner, together with a statement concerning how the decision may be appealed.

- 4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the vendor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the vendor and more favorable to the City than the decision of the Agency Head.**

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the vendor to the CDRB, the vendor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

- 1. Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Agency Head, the vendor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the vendor to the agency, including the Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.**
- 2. Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.**
- 3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be**

attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.

4. **Opportunity of Comptroller to Compromise or Adjust Claim.** The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in E(3) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the vendor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The vendor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

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

1. The chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
2. The City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated , and
3. A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this

section, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

- 1. Form and Content of Petition by Vendor.** The vendor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the vendor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the vendor to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the vendor to, the Comptroller's Office. The vendor shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.
- 2. Agency Response.** Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH's offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.
- 3. Further Proceedings.** The Board shall permit the vendor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the vendor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency's case. Neither the vendor nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. **CDRB Determination.** Within forty-five (45) days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.
 5. **Notification of CDRB Decision.** The CDRB shall send a copy of its decision to the vendor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. A decision in favor of the vendor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.
 6. **Finality of CDRB Decision.** The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with Section 4-09 of the PPB Rules.
- H. Any termination, cancellation, or alleged breach of the contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

6.26 EXTENSION OF TIME FOR PERFORMANCE CONSTRUCTION AND CONSTRUCTION RELATED ONLY

- A. If performance by the Contractor is delayed for a reason set forth in the Contract, the Contractor may be allowed a reasonable extension of time in conformance with this Section and with the Rules of the Procurement Policy Board.

- B. Any extension of time may be granted only by the Agency Chief Contracting Officer or by the Board for the Extension of Time (as set forth below) upon written application by the Contractor.**
- C. Grounds for Extension – If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work caused solely: (i) by the acts or omissions of the City, its officers, agents or employees; or (ii) by the actions or omissions of other contractors on this project; or (iii) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor). The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the Commissioner or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all the requirements of Article 9, 10, and 11 of Chapter III, “Time Provisions”, of the City of New York Standard Construction Contract, effective October 2000, as amended.**
- D. Extension for Concurrent Causes of Delay – The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the ACCO or the Board for Contract Time Extension irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his/her Subcontractors or materialmen, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.**
- 1. The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.**
 - 2. The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the ACCO or the Board. In the absence of special circumstances, applications for extensions of time not exceeding sixty (60) days in the aggregate will be acted upon by the Department within (30) days after request therefor.**
 - 3. Permitting the Contractor to continue with the work after the time fixed for its completion has expired, or after the time to**

4. which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operated as a waiver on the part of the City or any of its rights under this contract.

E. Application for Extension of Time

1. Before the Contractor's time extension request may be approved, the Contractor must, within five (5) days after commencement of the condition which allegedly has caused or is causing the delay, submit a written application to the ACCO identifying:
 - (a) the Contractor; the Contract registration number; and project description;
 - (b) liquidated damage assessment rate, as specified in the Contract;
 - (c) original bid amount;
 - (d) the original Contract start date and completion date;
 - (e) any previous time extensions granted (number and duration); and
 - (f) the extension of time requested.
2. In addition, the application for extension of time shall set forth in detail:
 - (a) the nature of each alleged cause of delay in completing the work;
 - (b) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;
 - (c) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for substantial and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and
 - (d) a statement indicating the Contractor's understanding that the time extension is granted only for the purpose

- (e) of permitting continuation of Contract performance and payment for work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

F. Analysis and Approval of Time Extensions

1. For time extensions for partial payments, a written determination shall be made by the ACCO who may, for good and sufficient cause extend the time for the performance of the Contract as follows:
 - (a) If the work is to be completed within six (6) months, the time for performance may be extended for sixty (60) days;
 - (b) If the work is to be completed within less than one year but more than six (6) months, and extension of ninety (90) days may be granted;
 - (c) If the Contract period exceeds one year, besides the extension granted in subparagraph (b) above, an additional thirty (30) days may be granted for each multiple of six (6) months involved beyond the one year period; or
 - (d) If exceptional circumstances exist, the ACCO may extend the time for performance beyond the extensions in (a), (b), and (c) above. In that event, the ACCO shall file with the Director of the Office of Construction a written explanation of the exceptional circumstances.
2. For extensions of time for substantial completion payments and final completion payments, the Department's engineering staff, in consultation with the ACCO, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of the Contract). The report shall be subject to review by and approval of the Board of Time Extension, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board of Time Extension shall be made a part of the departmental Contract file.
3. Approval Mechanism for Time Extensions for Final or Substantial Completion Payments – An extension of time for a final or substantial completion payment shall be granted only

with the approval of a Board of Time Extension comprised of the ACCO, the Corporation Counsel and the Comptroller, or their authorized representatives.

- G. Assessment of Liquidated Damages – In the case of substantial completion and final completion payments, liquidated damages shall be assessed against the Contractor as determined by the report’s analysis of the Contract’s delays. However, neither the failure to assess liquidated damages at this time, nor the report itself, nor the granting of a time extension at substantial or final completion, shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.**

6.27 EXTENSION OF TIME FOR PERFORMANCE (NON-CONSTRUCTION ONLY)

If performance by the Contractor is delayed for a reason set forth in the Contract, reasonable extension in time for performance may be allowed.

- A. An extension of time may be granted only by the ACCO of the agency that awarded the Contract, upon written application by the Contractor.**
- B. The ruling of the ACCO shall be final and binding as to the allowance of an extension, and the number of days allowed.**
- C. The application for extension must detail each cause for delay, the date it occurred, and the resulting total delay in days attributed to such case.**

6.28 NO DAMAGE FOR DELAY

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

6.29 PROMPT PAYMENT

- A. The Prompt Payment provisions set forth in the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under this Contract. The provisions require the payment to Contractors of interest on payments made after the required payment date except as set forth in the Prompt Payment section of the Rules.**

- B. The Contractor must 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.**
- C. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment section of the Procurement Policy Board Rules and General Municipal Law Section 3-a.**
- D. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).**
- E. 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.**
- F. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its lower-tier Subcontractors or Suppliers for work performed under this Contract in the same manner and within the same time period set forth above.**

**MACBRIDE PRINCIPLES PROVISIONS
FOR NEW YORK CITY CONTACTORS
ARTICLE I. MACBRIDE PRINCIPLES
NOTICE TO ALL PROSPECTIVE CONTRACTORS**

Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 to the Administrative code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland and to promote freedom of workplace opportunity.

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

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

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

PART A

In accordance with Section 6-115.1 of the Administrative Code of the City of New York, the contractor stipulates that such contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
 - (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

1

- (3) ban provocative religious or political emblems from the workplace;
- (4) Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- 5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) establish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement, and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

(NO FURTHER TEXT ON THIS PAGE)

SECTION VII

C) PROCEDURAL FORMS PACKET

CONTENTS

- 1. FORM 1P - PROPOSAL COVER LETTER**
- 2. FORM 2P - ACKNOWLEDGEMENT OF ADDENDA**
- 3. FORM 3P - AFFIRMATION FORM**

Note: Please copy and use separate sheets for each subconsultant (if any).
Make copies of format sheets as needed

FORM 1P

PROPOSAL COVER LETTER

**TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR COMPONENT
REHABILITATION OF 10 BRIDGES IN THE BOROUGH OF THE BRONX AND
MANHATTAN**

PIN 84105MBBR074

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone # _____ **Fax #** _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

FORM - 2P

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: _____ PIN: _____

COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

PART I:

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

- Addendum # 1 Dated _____
- Addendum # 2 Dated _____
- Addendum # 3 Dated _____
- Addendum # 4 Dated _____
- Addendum # 5 Dated _____
- Addendum # 6 Dated _____
- Addendum # 7 Dated _____
- Addendum # 8 Dated _____
- Addendum # 9 Dated _____
- Addendum # 10 Dated _____
- Addendum # 11 Dated _____
- Addendum # 12 Dated _____

PART II:

_____ No addendum was received in connection with this RFP.

Proposer (Print) _____

Signature _____ Date: _____

FORM - 3P

AFFIRMATION FORM

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts

except_____.

Full Name of Proposer or Bidder

Address

City

State

Zip Code

Check below and include appropriate number:

___ Individual or Sole Proprietorship *
Social Security Number ___ - ___ - _____

___ Partnership, Joint Venture or unincorporated company
Employer Identification Number ___ - _____

___ Corporation
Employer Identification Number ___ - _____

If a corporation, place seal here:

by Signature _____

Print Name _____

Title _____

Must be signed by an officer or duly authorized representative.

- Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers, or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

SECTION VII

D) PROPOSAL FORMS PACKET

CONTENTS

- 1. FORM 1T - QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)**
- 2. FORM 2T - PROPOSED STAFF (RESUMES)**
- 3. FORM 3T - STAFF EXPERIENCE**
- 4. FORM 4T - JOB TITLES AND HOURS PROPOSED**
- 5. FORM 5T - OVERALL APPROACH**
- 6. FORM 6T - NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS)**

**Note: Please copy and use separate sheets for each subconsultant (if any)
Principal's Time (if any) is charged direct without multiplier.
Make copies of format sheets as needed**

FORM IT

QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES

OTHER/_____

DESCRIBE

QUALITY & RELEVANCE OF PRIOR EXPERIENCE – (FIRM IN GENERAL)

FORM 2T

PROPOSED STAFF (RESUMES)

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

PROPOSED STAFF:

Show organization chart for staffing this project below and attach resumes of key personnel.

FORM 3T

STAFF EXPERIENCE

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

DESCRIBE STAFF EXPERIENCE:

List current projects with NYCDOT and NYSDOT, including Project Manager and Project Engineer/Resident Engineer for each, as well as construction dollar value, start date. And contract time duration of each.

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges
Boroughs of the Bronx & Manhattan
Location: E. 162nd Street/Metro North RR
Bin# 2-24162-0

PIN: 84105MBBR074

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

- 1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**
- 2. No salary information should be included on this form.**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges
Boroughs of the Bronx & Manhattan
Location: E. 165th Street/Metro North RR
Bin# 2-24163-0

PIN: 84105MBBR074

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.
2. No salary information should be included on this form.

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges **PIN:** 84105MBBR074
Boroughs of the Bronx & Manhattan
Location: Moshulu Parkway over NYCRR abandoned
Bin# 2-23030-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.
2. No salary information should be included on this form.

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges **PIN:** 84105MBBR074
Boroughs of the Bronx & Manhattan
Location: Riverside Drive over West 138th Street
Bin# 2-24698-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.
2. No salary information should be included on this form.

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges
Boroughs of the Bronx & Manhattan
Location: Riverside Drive over 145th Street
Bin# 2-26713-0

PIN: 84105MBBR074

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

- 1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**
- 2. No salary information should be included on this form.**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges
Boroughs of the Bronx & Manhattan
Location: Leggett Avenue over Amtrak
Bin# 2-24113-0

PIN: 84105MBBR074

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.
2. No salary information should be included on this form.

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges **PIN:** 84105MBBR074
Boroughs of the Bronx & Manhattan
 Location: Grand Concourse over East 167th Street
 Bin# 2-24228-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTALS:	_____

DO NOT INCLUDE SALARIES ON THIS FORM

1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.
2. No salary information should be included on this form.

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges **PIN:** 84105MBBR074
Boroughs of the Bronx & Manhattan
Location: Southern Blvd. over Bronx River & Pelham Pkwy
Bin# 2-24202-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

- 1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**
- 2. No salary information should be included on this form.**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges
Boroughs of the Bronx & Manhattan
Location: East 180th Street over Bronx River
Bin# 2-24240-0

PIN: 84105MBBR074

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/_____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTALS:	

DO NOT INCLUDE SALARIES ON THIS FORM

- 1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**
- 2. No salary information should be included on this form.**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Component Rehabilitation of 10 Bridges **PIN:** 84105MBBR074
Boroughs of the Bronx & Manhattan
Location: East 187th Street over Metro North RR
Bin# 2-24182-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/ _____

(COLUMN 1) JOB TITLES	(COLUMN 2) TOTAL HOURS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

- 1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**
- 2. No salary information should be included on this form.**

FORM 5T

OVERALL APPROACH

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

OVERALL APPROACH TO PROJECT:

(Staffing Sheet)

1. Tasks Anticipated
2. Duration of Tasks
3. Positions Assigned

FORM 6T NYCDOT CURRENT WORKLOAD DISCLOSURE

The purpose of this form is to provide information concerning the current workload of the firms interested in the project for which the proposal is being submitted. The information provided should be for the office(s) which would perform the work of this contract. The values shown **should not** include fees to be paid to subconsultants and subcontractors or for rentals or purchases of equipment.

PIN: _____ FIRM NAME: _____

CONTRACT NO.: _____ CONTACT PERSON: _____

PROJECT NAME: _____ PHONE NUMBER _____

BIN: _____ ADDRESS OF OFFICE(S) TO PERFORM WORK _____

DATE OF RFP: _____

IS YOUR FIRM A: DBE? (YES/NO) _____

Name of Personnel (Proposed Office(s)): Administration _____ Total Personnel _____

I. Remaining NYC-DOT work of proposed office(s) (from back of sheet) with:
All NYC-DOT \$ _____ Bureau of Bridges ONLY \$ _____

II. Expected billings for next 18 months:

A. NYC-DOT WORK: total expected billings in next 18 months. \$ _____

B. WORK WITH OTHER PUBLIC AGENCIES: total expected in the next 18 months \$ _____

C. PRIVATE WORK: total expected billings on projects in next 18 months. \$ _____

TOTAL (A + B + C) \$ _____

III. Certified Disadvantaged Business Enterprise (DBE) firm(s) for Federal Aid Projects or for Non-Federal air Projects proposed for use on this project:

SUBCONSULTANT FIRM NAME	PROPOSED % # OF TECHNICAL OF PROJECT PERSONNEL	WORKLOAD
_____	_____ % _____	\$ _____
_____	_____ % _____	\$ _____
_____	_____ % _____	\$ _____

IV. Other firm(s) proposed for use on this project

_____ % _____ \$ _____

_____ % _____ \$ _____

CERTIFICATION

I hereby certify that the above figures are actual contract amounts (when available) or my best estimate of expected billings.

DATE

SIGNATURE (OFFICER OR PARTNER)

FORM 6T Remaining work with NYCDOT (within Department)

List all projects on which you are currently working for the Department and those which you have been designated to perform. These shall be categorized as indicated below (Design, Construction Inspection or Miscellaneous).

Type of work – Highway, Bridge, Planning	Contract Number	Remaining \$ Value (include anticipated Supplemental Agreement for this Project (a)	Percentage of Project performed at Office(s) proposed for this Project (b)	Pro-rated Workload of proposed office(s) (a x b)
---	-----------------	---	---	--

Design Division (includes Highway Design, Bridge Design and Construction Support Services)				

Total Firmwide Design Workload \$ _____ Assigned Office(s) Miscellaneous Workload \$ _____

Construction Division (includes only Resident Engineering Inspection)				

Total Firmwide REI Workload \$ _____ Assigned Office(s) REI Workload \$ _____

Miscellaneous (includes Planning and any other agreements not covered above)				

Total Firmwide Miscellaneous Workload \$ _____ Assigned Office(s) Miscellaneous Workload \$ _____

Total Firmwide Overall
Workload with NYC-DOT \$ _____

Assigned Office(s) Overall
Workload with NYC-DOT \$ _____

YOU MAY ATTACH ADDITIONAL SHEETS OF REMAINING WORK FOLLOWING THE SAME FORMAT AS USED ABOVE.

SECTION VII

E) COST PROPOSAL FORMS PACKET

CONTENTS

COST PROPOSAL A

1. FORM 4T1A - LABOR COST PROPOSAL "A"
2. FORM 4T2A - COST PROPOSAL SUMMARY
3. FORM 4TA - GRAND TOTAL & SUMMARY SHEET
4. FORM 4T3 - PERFORMANCE OUTCOME MEASURES
AND RELATED FINANCIAL INCENTIVE
AND/OR DISINCENTIVE

COST PROPOSAL B

1. FORM 4T1B - LABOR COST PROPOSAL "B"
2. FORM 4T2B - COST PROPOSAL SUMMARY
3. FORM 4TB - GRAND TOTAL & SUMMARY SHEET
4. FORM 4T3 - PERFORMANCE OUTCOME MEASURES
AND RELATED FINANCIAL INCENTIVE
AND/OR DISINCENTIVE

NOTE: Please copy and use separate sheets for each sub-consultant (if any). Principal's Time (if any) is charged direct without multiplier. Make copies of format sheet as needed.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: E 162ND STREET OVER METRO - NORTH
BIN: 2-24162-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	(T)

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) PROPOSED ESCALATION FACTOR _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: E 162nd STREET over METRO - NORTH
BIN: 2-24162-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$9,000
	Contingency Allowance				\$ 4,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: E 165th STREET over METRO - NORTH
BIN: 2-24163-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: E 165th STREET over METRO - NORTH
BIN: 2-24163-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$ 9,000
	Contingency Allowance				\$ 5,000

	TOTALS			\$8,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: MOSHULU PARKWAY OVER NYCRR (abandoned)
BIN: 2-23030-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	(T)

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: MOSHULU PARKWAY OVER NYCRR (abandoned)
BIN: 2-23030-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$ 15,000
	Contingency Allowance				\$ 5,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: RIVERSIDE DRIVER OVER W 138th STREET
BIN: 2-24698-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	(T)

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

1. Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
2. For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
3. The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
4. The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
5. The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: RIVERSIDE DRIVE OVER W 138TH STREET
BIN: 2-24698-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$10,000
	Contingency Allowance				\$ 5,000
	TOTALS			\$7,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: RIVERSIDE DRIVE OVER W 145th STREET
BIN: 2-26713-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: RIVERSIDE DRIVE OVER W 145th STREET
BIN: 2-26713-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$10,000
	Contingency Allowance				\$ 5,000
	TOTALS			\$7,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: **LEGGETT AVE. OVER AMTRAK**
 BIN: 2-24113-9

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
 OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) PROPOSED ESCALATION FACTOR _____ **(D)**
 MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: LEGGETT AVE. OVER AMTRAK
BIN: 2-24406-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$ 9,000
	Contingency Allowance				\$ 6,000

	TOTALS			\$8,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: GRAND CONCOURSE OVER E 167th STREET
BIN: 2-24228-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) PROPOSED ESCALATION FACTOR _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) **MUST SUM** to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: GRAND CONCOURSE OVER E 167th STREET
BIN: 2-24228-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$11,000
	Contingency Allowance				\$ 6,000

	TOTALS			\$10,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: SOUTHERN BLVD.OVER BRONX & PELHAM
BIN: 2-24202-9

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) PROPOSED ESCALATION FACTOR _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) **MUST SUM** to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: SOUTHERN BLVD.OVER BRONX & PELHAM
BIN: 2-24202-9

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$ 8,000
	Contingency Allowance				\$ 5,000

	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: E 180th STREET OVER BRONX RIVER
BIN: 2-24240-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) PROPOSED ESCALATION FACTOR _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: E 180th STREET OVER BRONX RIVER
BIN: 2-24240-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$ 8,000
	Contingency Allowance				\$ 4,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: E 187th STREET OVER METRO - NORTH
BIN: 2-24182-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: E 187th STREET OVER METRO - NORTH
BIN: 2-23036-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$ 16,000
	Contingency Allowance				\$ 5,000

	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4TA – COST PROPOSAL – GRAND TOTAL & SUMMARY

PROJECT NAME: Bridge Component Rehab. 10 Bridges in Bronx & Manhattan

PIN NO.: 84105MBBR074

BIN: 2-24162-0, 2-24163-0, 2-23030-0, 2-24698-0, 2-26713-0, 2-24113-9
2-24228-0, 2-24202-9, 2-24240-0, 2-24182-0

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u>	<u>(COLUMN 2)</u>	<u>(COLUMN 3)</u>	<u>(COLUMN 4)</u>	<u>(COLUMN 5)</u>
	<u>CONSULTANT</u>	<u>HOURS</u>	<u>ESCALATED LABOR COST TO PROJECT MIDPOINT</u>	<u>DIRECT NON-SALARY COST</u>	<u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTAL PRELIMINARY BUDGETARY ALLOWANCE:</u>	_____	_____	_____	\$ 105,000
	<u>TOTAL PRELIMINARY CONTINGENCY ALLOWANCE:</u>	_____	_____	_____	\$ 50,000
	<u>TOTALS</u>	_____	_____	_____	_____
	<u>TOTAL OUT OF POCKET EXPENSE</u>	_____	_____	\$70,000	_____

INSTRUCTIONS:

1. The direct non-salary cost provided in column 4 by each consultant of the project team **MUST SUM** to the total shown in the shaded area at the bottom of the column.
2. The costs entered in column 3 are the totals shown on Line (D) of Form 4T1A "Labor Cost Proposal" for each consultant of the project team.

NOTE:

The information provided within the shaded areas **MUST NOT** be changed by the proposers.

FORM 4T3

**PERFORMANCE OUTCOME MEASURES AND RELATED
FINANCIAL INCENTIVES AND/OR DISINCENTIVES**

Instructions: Provide the information requested below for proposed performance outcome measures

	Performance Outcome (Target Goal)	Measure of Performance	Associated Financial Incentive/Disincentive
1.			
2.			
3.			
4.			
5.			

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: E 162nd STREET over METRO - NORTH
BIN: 2-24162-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED
TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: E 162nd STREET over METRO - NORTH
BIN: 2-24162-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$9,000
	Contingency Allowance				\$ 4,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: E 165th STREET over METRO - NORTH
BIN: 2-24163-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED
TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: E 165th STREET over METRO - NORTH
BIN: 2-24163-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$9,000
	Contingency Allowance				\$5,000
	TOTALS			\$8,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: MOSHULU PARKWAY OVER NYCRR (abandoned)
BIN: 2-23030-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: **MOSHULU PARKWAY OVER NYCRR (abandoned)**
 BIN: 2-23030-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$15,000
	Contingency Allowance				\$5,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: RIVERSIDE DRIVE OVER W 138th SSTREET
BIN: 2-24698-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED
TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: RIVERSIDE DRIVE OVER W 138TH STREET
BIN: 2-24698-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$10,000
	Contingency Allowance				\$ 5,000
	TOTALS			\$7,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: RIVERSIDE DRIVE OVER W 145th STREET
BIN: 2-26713-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: RIVERSIDE DRIVE OVER W 145TH STREET
BIN: 2-26713-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$ 10,000
	Contingency Allowance				\$ 5,000

	TOTALS			\$7,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: **LEGGETT AVE. OVER AMTRAK**
 BIN: 2-24113-9

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: **HBCR01B**

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
 OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
 Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: Leggett Ave. over AMTRAK
BIN: 2-24113-9

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$9,000
	Contingency Allowance				\$6,000
	TOTALS			\$8,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: GRAND CONCOURSE OVER E 167th STREET
BIN: 2-24228-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: GRAND CONCOURSE OVER E 167th STREET
BIN: 2-24228-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$11,000
	Contingency Allowance				\$ 6,000
	TOTALS			\$10,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: SOUTHERN BLVD.OVER BRONX & PELHAM
BIN: 2-24202-9

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3 X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: SOUTHERN BLVD.OVER BRONX & PELHAM
BIN: 2-24202-9

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$8,000
	Contingency Allowance				\$5,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: E 180th STREET OVER BRONX RIVER
BIN: 2-24240-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED
TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: E 180th STREET OVER BRONX RIVER
BIN: 2-24240-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$8,000
	Contingency Allowance				\$4,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: E 187th STREET OVER METRO - NORTH
BIN: 2-24182-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED
TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____ **PROPOSED ESCALATION FACTOR** _____ **(D)**
MAXIMUM ESCALATION FACTOR = 1.03

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: E 187th STREET OVER METRO - NORTH
BIN: 2-24182-0

PIN NO.: 84105MBBR074

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$16,000
	Contingency Allowance				\$ 5,000
	TOTALS			\$6,000	(T)

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (D) of Form 4T-1 "Labor Cost Proposal" for each consultant on the project team.
2. The Total Direct Non-Salary Cost shown in the shaded area below Column 4 is an out of pocket expense budgeted amount allowed to all proposers and must not be changed.
3. The Total Direct Non-Salary Cost provided by each consultant of the project team MUST SUM to the total shown in the shaded area at the bottom of the Column 4.

FORM 4TB – COST PROPOSAL – GRAND TOTAL & SUMMARY

PROJECT NAME: Bridge Component Rehab. 10 Bridges in Bronx & Manhattan

PIN NO.: 84105MBBR074

BIN: 2-24162-0, 2-24163-0, 2-23030-0, 2-24698-0, 2-26713-0, 2-24113-9, 2-24228-0, 2-24202-9, 2-24240-0, 2-24182-0

PRIME CONSULTANT: _____

CONTRACT NO.: HBCR01B

	<u>(COLUMN 1)</u>	<u>(COLUMN 2)</u>	<u>(COLUMN 3)</u>	<u>(COLUMN 4)</u>	<u>(COLUMN 5)</u>
	<u>CONSULTANT</u>	<u>HOURS</u>	<u>ESCALATED LABOR COST TO PROJECT MIDPOINT</u>	<u>DIRECT NON-SALARY COST</u>	<u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTAL PRELIMINARY BUDGETARY ALLOWANCE:</u>	_____	_____	_____	\$ 105,000
	<u>TOTAL PRELIMINARY CONTINGENCY ALLOWANCE:</u>	_____	_____	_____	\$ 50,000
	<u>TOTALS</u>	_____	_____	_____	_____
	<u>TOTAL OUT OF POCKET EXPENSE</u>	_____	_____	\$70,000	_____

INSTRUCTIONS:

1. The direct non-salary cost provided in column 4 by each consultant of the project team **MUST SUM** to the total shown in the shaded area at the bottom of the column.
2. The costs entered in column 3 are the totals shown on Line (D) of Form 4T-1A "Labor Cost Proposal" for each consultant of the project team.

NOTE:

The information provided within the shaded areas **MUST NOT** be changed by the proposers.

FORM 4T3

**PERFORMANCE OUTCOME MEASURES AND RELATED
FINANCIAL INCENTIVES AND/OR DISINCENTIVES**

Instructions: Provide the information requested below for proposed performance outcome measures

	Performance Outcome (Target Goal)	Measure of Performance	Associated Financial Incentive/Disincentive
1.			
2.			
3.			
4.			
5.			

SECTION VII

F) MULTIPLIER FORM

MULTIPLIER FORM

Prime Consultant: _____

Multiplier A: Please provide, on the line below, a proposed multiplier that is locked in for the first phase of the project and subject to audit for successive phases of the contract – allowing for fluctuation related to changes in overhead costs.

Multiplier B: Please provide, on the line below, a proposed multiplier that will be locked in for all phases of the contract.
