Michael R. Bloomberg
Mayor

The City of New York
Department of Transportation
Division of Bridges

Janette Sadik-Khan
Commissioner

REQUEST FOR PROPOSALS

FOR

ENGINEERING SERVICE AGREEMENT (ESA) FOR DESIGN AND OTHER RELATED SERVICES, CITYWIDE

CONTRACT NUMBERS: **HBESA09C & HBESA09D**

PIN NUMBERS: **84109MBBR393 & 84109MBBR394**

RELEASE DATE OF THE RFP: **August 20, 2009**

ANTICIPATED CONTRACT TERM: **1461 Consecutive Calendar Days from the Date of Written Notice with an option to renew for an additional 1461 CCD under same contract terms and conditions at the sole discretion of the City.**

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
55 Water Street, 5th Floor
New York, NY 10041
Telephone: (212) 839-6314
Fax: (212) 839-4043

NEW YORK CITY

Department of Transportation

JANETTE SADIK-KHAN, Commissioner

August 20, 2009

Re: Request for Proposals for
Engineering Service Agreement (ESA) Design and
Other Related Services, Citywide
Contract Numbers: HBESA09C & HBESA09D
PIN Numbers: 84109MBBR393 & 84109MBBR394

To Whom It May Concern:

I am pleased to invite your organization to submit a proposal for Engineering Service Agreement (ESA) for Design and Other Related 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.

Please be advised that a Pre-Proposal Conference has been scheduled for August 27, 2009 at 10:30 A.M. A.M., at 55 Water Street, Ground Floor Bid Room. Due to limited space, no more than (2) representatives from each interested firm will be permitted to attend.

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, ACCO Contract Management Unit, Ground Floor, 55 Water Street, New York, New York 10041 on or before September 18, 2009 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: **212-839-4043**.

All questions concerning this RFP must be e-mailed to Dr. Paul-Michael-Kazas at pkazas@dot.nyc.gov or faxed to 212-839-4043 on or before August 28, 2009. If you need to contact him by telephone, please call 212-839-6314.

Very truly yours,

Dr. Paul Michael Kazas
Director of Capital Procurement

Enclosure

NYC Department of Transportation
Office of the Agency Chief Contracting Officer (ACCO)
55 Water Street, Room 825 New York, NY 10041
T: 212-839-6314 F : 212-839-4043
www.nyc.gov/dot

Printed on paper containing 30% post-consumer material

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: 212-839-4043

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

Consultant:		
Address:		
City	State	ZIP
Contact Person:	Phone #:	Email:
RFP Contract Number (Fill in): Contracts:HBESA09C & HBESA09D, PIN #s84109MBBR393 & 84109MBBR394 Fax #		
RFP Contract Title (Fill in): Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide		

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)839-4043. E-Mail Address: pkazas@dot.nyc.gov

☐ 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

TABLE OF CONTENTS: **PAGE #**

SECTION I **TIMETABLE** **2**

A) Release Date of the Request for Proposals
B) Pre-Proposal Conference
C) Proposal Due Date, Time and Location

SECTION II **SUMMARY OF THE REQUEST FOR PROPOSAL** **3**

A) Purpose of the RFP
B) Anticipated Contract Term
C) Anticipated Payment Structure
D) Operation Procedure

SECTION III **SCOPE OF SERVICES** **4**

A) Agency Goals and Objectives
B) Agency Assumptions Regarding Consultant Approach
C) Proposed Contractual Agreement
D) Opportunity for Disadvantaged Business Enterprise
E) Compliance with Local Law 34 –
Doing Business with the City of New York

SECTION IV **FORMAT AND CONTENT OF THE PROPOSAL** **5-7**

A) Proposal Format
1) Procedural Forms
2) Proposal Forms
3) Cost Proposal
4) Doing Business Data Form
B) Proposal Package Contents ("Checklist")

SECTION V **PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES** **8-9**

A) Evaluation Procedures
B) Evaluation Criteria
C) Basis for Contract Award
D) Exclusion from Participation in Subsequent Solicitation(s)

SECTION VI **GENERAL INFORMATION TO PROPOSERS** **10**

SECTION VII **ATTACHMENTS**

A) Proposed Contractual Agreement
Procedures for Bridge Reconstruction Project Report &
Resident Engineering Inspection Instruction Manual
B) General Provisions (APPENDIX A2) &
MacBride Principles Provisions
C) Procedural Forms Packet
D) Proposal Forms Packet
E) Cost Proposal Forms Packet
F) Vendex Requirements & Confirmation of Vendex Compliance
G) Local Law 34 - Doing Business Instructions and Data Form
H) FHWA Requirements
I) FTA Requirements &
Standard Clauses for All New York State Contracts
J) FHWA/FTA Forms

SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: August 20, 2009

All questions and request for additional information concerning this RFP should be directed to Dr. Paul-Michael Kazas, the Authorized Agency Contact Person at:

Telephone #: (212) 839-6314
Fax#: 212-839-4043
E-Mail Address: pkazas@dot.nyc.gov

Proposers should submit questions no later than next day after the Pre-Proposal Conference since the Agency may be unable to respond to questions received after that date.

B. Pre-Proposal Conference:

Date: August 27, 2009
Time: 10:30 AM
Location: 55 Water Street
Ground Floor Bid Room

Attendance by proposers is optional but recommended by the Agency.

C. Proposal Due Date and Time and Location:

Date: September 18, 2009
Time: NO LATER THAN 2:00 PM
Location: NYCDOT ACCO Contract Management Unit
55 Water Street, Ground Floor
New York, New York 10041

Proposals should be hand delivered to NYCDOT ACCO Contract Management Unit located at 55 Water Street, Ground Floor, New York, New York 10041, 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.

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of the RFP

The Department of Transportation is seeking appropriately qualified vendors to provide Design and Other Related Services to assist the Department's workforce and to obtain personnel expertise which are not available in the agency.

B. Anticipated Contract Term

Anticipated Contract Term for Each Contract is **1461** Consecutive Calendar Days starting from the date of the Notice to Proceed with an option to renew for an additional 1461 CCD the same terms and conditions at the sole discretion of the City.

C. Anticipated Payment Structure

It is anticipated that the payment structure for the contract(s) which will be 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.

D. Operation Procedure

The Agency will make two (2) awards as a result of this RFP.

Assignments under these Contracts will be made on alternating basis, except that, if the Department is not able to reach a final agreement with one Consultant after following the procedures set forth in Section VII, Attachment A – "Proposed Contractual Agreement", Subsection III – "Operations Procedures after Agreement is Executed", pages GR-7 through GR-11, of this RFP, or, in the Agency's sole opinion and discretion, the consultant cannot satisfactorily provide the services in a timely manner or is otherwise unable to commence the required services, it may request a proposal from other Consultant and negotiate a final proposal with such other Consultant by following these procedures.

Of the two contracts HBESA09C & HBESA09D that will be awarded from this RFP, the contract HBESA09C will be assigned to the highest technically ranked firm and the contract HBESA09D will be assigned to the second highest technically ranked firm. The first assignment will be given to the contract that will be registered first.

If the two (2) awards from this RFP are simultaneously registered then the first assignment (task) will be given to the highest ranked firm (HBESA09C) and subsequent assignments will be made on an alternating basis between Contract #'s: HBESA09C & HBESA09D, as explained above.

In special circumstances, there may be exceptions to the task assignment process delineated above, where Agency's Project Manager issues a request for a project specific proposal to both consultants. The project specific proposals would then be evaluated based upon the technical evaluation criteria set forth in the project specific proposal documents as specified and explained in pages GR-7 through GR-11 of the RFP.

The Agency will issue assignments based on the labor rates submitted by the consultants on their cost proposal. The staffing plan for each assignment shall be agreed upon between the individual consultant and Agency.

SECTION III - SCOPE OF SERVICES

A. Agency Goals and Objectives

The agency's goals and objectives are to have Engineering Service Agreement (ESA) for Design and Other Related Services to be performed by the Consultant are to ensure that the work of the Contractor conforms to the provisions of the contract documents as stipulated in Section VII of the RFP.

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. (Section VII, Attachment A)

C. Proposed Contractual Agreement

Each successful proposer shall negotiate an agreement based on the proposed contractual agreement (See Section VII, Attachment A). Such agreement shall contain the appropriate United States Department of Transportation and New York State Department of Transportation requirements, including but not limited to "NYSDOT procedures for Locally Administered Federal Aid Projects".

In addition, the proposers must submit the "Disclosure of Lobbying Activity" and "Certification of Contractor regarding Debarment, Suspension and other Responsibility Matters" attached as Appendix (Section VII H and I), with its Technical Proposal.

D. Opportunity for Disadvantaged Business Enterprise

The NYC Department of Transportation requires firms to meet New York State's Disadvantaged Business Enterprise (DBE) utilization goal of **18%**. The successful proposers must show good faith efforts that it attempted to meet the DBE goal. Bidders are referred to "FHWA Requirements" herein regarding DBE requirements.

- List of certified DBE firms can be obtained from the following website:
  http://biznet.nysucp.net/

E. Compliance with Local Law 34 of 2007 (See Attachment 'G')

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" papers. The City of New York requests that all proposals be submitted on paper with no less than 30% post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: http://www.epa.gov/cpg/products/printing.htm). Pages should be paginated.

The Proposal 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 330, and Forms 4T1, 4T2, & 4T3).

The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. Proposal Format

1. 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.

2. 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)/EXPERIENCE**
FORM 3T	**OVERALL PROJECT UNDERSTANDING AND APPROACH**
FORM 4T	**JOB TITLES & HOURS PROPOSED**
FORM 5T	**NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS.)**
FORM 6T	**DBE PARTICIPATION**
FORM 330	**STANDARD FORM**

3. Component 3: Cost Proposal

A Cost Proposal Forms Packet has been supplied with this Request for Proposals and should be fully completed and ONLY one (1) Original should be submitted and included in your proposal package as follows:

FORM 4T1	**LABOR COST PROPOSAL***
FORM 4T2	**COST PROPOSAL SUMMARY***
FORM 4T3	**PERFORMANCE OUTCOME MEASURES & FINANCIAL INCENTIVES AND/OR DISINCENTIVES**

NOTE:* FORM 4T1 (COLUMNS 3, 4 AND 5), AND FORM 4T2 ARE TO BE COMPLETED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE AS PART OF YOUR COST PROPOSAL PACKET.

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.

4. Component 4: Local Law 34 – "Doing Business Data Form"

A Doing Business Data Form Packet has been supplied with this Request for Proposals (Attachment G) and should be fully completed and ONLY one (1) original set should be submitted in a separate sealed envelope with the Technical Proposal package.

All components should be individually sealed and labeled (i.e., Component 1, Component 2, Component 3 & 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 follows:

Proposer's Name	NYC Department of Transportation ACCO Contract Management Unit
Address	55 Water Street, Ground Floor New York, New York 10041

PIN NUMBERS: 84109MBBR393 & 84109MBBR394
CONTRACT NUMBERS: HBESA09C & HBESA09D
ENGINEERING SERVICE AGREEMENT (ESA) FOR DESIGN AND OTHER RELATED SERVICES, CITYWIDE
PROPOSAL SUBMISSION DEADLINE IS SEPTEMBER 18, 2009.
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.

1. COMPONENT 1: PROCEDURAL FORMS – Submit one original set

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

2 COMPONENT 2: PROPOSAL FORMS – Submit one original and four copies

☐ 1T Quality and Relevance of Prior Experience (Firm in General)
☐ 2T Proposed Staff (Resumes)/Experience
☐ 3T Overall Project Understanding & Approach
☐ 4T Job Titles and Hours Proposed
☐ 5T NYCDOT Workload Disclosure (2 pgs.)
☐ 6T DBE Participation
☐ 330 Standard Form

3. COMPONENT 3: COST PROPOSAL – Submit ONLY one (1) original set

COST PROPOSAL

☐ **4T-1 Labor Cost Proposal**
☐ **4T-2 Cost Proposal Summary**
☐ **4T-3 Performance Outcome Measures and Financial Incentives and/or Disincentives**

4. COMPONENT 4: LOCAL LAW 34 –"Doing Business Data Form"- Submit ONLY one (1) original set in a separate sealed envelope along with the Technical Proposal

☐ Doing Business Data Form

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 (CSC) will evaluate and rate all responsive proposals based on the Evaluation Criteria prescribed below.

In order to establish the technical evaluation ranking, the ratings by the evaluation committee members will be added and averaged for each proposing firm. Upon completion of the evaluation of the Technical Proposals, proposers will be ranked in descending order of score.

Based on these rankings, a "short-list" will be established of only those proposers who submit highly relevant and technically viable proposals with relevant and adequate experience, overall project understanding, approach and innovativeness in all project areas. Proposers not included on the "short-list" will not be further considered. The Agency reserves the right to limit the number of firms shortlisted.

The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make 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.

The agency shall rank proposers by technical merit and pursuant to the Federal/State Method of Procurement (Brooks Law) the price proposal from the two (2) highest technically ranked firms will be opened and reviewed by the consultant selection committee (CSC) to determine whether it is responsive or non-responsive. Following analysis of the responsive price proposals by the CSC, the two top ranked firms will be recommended for award and invited for contract negotiations.

In the event that the agency has chosen to negotiate a fair and reasonable price with the two (2) highest ranked proposers, if such a fee is not successfully negotiated with either of the top ranked proposers, the agency may conclude such negotiations, and enter into negotiations with the next highest ranked proposer(s), as necessary.

All unopened price proposals will be returned back to the respective proposers upon registration of the contract.

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, technical and cost terms.

B. Evaluation Criteria

Each technical proposal will be evaluated based on the following technical criteria and weights:

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	05%
3. Staff Availability	
- Workload - Staff Availability	05%
	100%

C. Basis for Contract Award

A contract will be awarded to the two highest technically ranked responsible proposers whose proposals are determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Award of the two contracts shall be subject to the timely completion of contract negotiations between the Agency and the selected proposers.

D. Exclusion from Participation in Subsequent Solicitation(s)

This RFP is for the Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide. The selected proposer from this RFP shall not be allowed to participate, whether as a consultant or sub-consultant, in response to a subsequent solicitation(s) utilizing the specifications they drafted, except as provided under New York City's Procurement Policy Board Rules.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

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

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

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "APPENDIX A2—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal APPENDIX A2, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

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

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

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

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

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

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

L. 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: 84109MBBR393 & 84109MBBR394)** for Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide, will not directly result in the displacement of any New York City employee.

_____ _____

Agency Chief Contracting Officer/ Date
Assistant Commissioner

Message from the New York City Vendor Enrollment Center
Get on mailing lists from New York City Opportunities
Submit a NYC-FMS Vendor Application – Call 212/857-1680

SECTION VII

ATTACHMENTS

A) Proposed Contractual Agreement,
Procedures for Bridge Reconstruction Project Report &
Resident Engineering Inspection Instruction Manual

B) General Provisions (APPENDIX A2) &
MacBride Principles Provisions

C) Procedural Forms Packet

D) Proposal Forms Packet

E) Cost Proposal Forms Packet

F) Confirmation of Vendex Compliance

G) Local Law 34 – Doing Business Instructions and Data Form
(To be submitted in a separate sealed envelope along with the Technical Proposal)

H) FHWA Requirements

I) FTA Requirements &
Standard Clauses for All New York State Contracts

J) FHWA/FTA Forms

SECTION VII

A) PROPOSED CONTRACTUAL AGREEMENT,
PROCEDURES FOR BRIDGE RECONSTRUCTION PROJECT REPORT &
RESIDENT ENGINEERING INSPECTION INSTRUCTION MANUAL

ENGINEERING SERVICE AGREEMENT (ESA) FOR DESIGN AND OTHER RELATED SERVICES, CITYWIDE

CONTRACT NO.: HBESA09C & HBESA09D

PIN: 84109MBBR393 & 84109MBBR394

SCOPE OF WORK

Engineering Service Agreement (ESA) for Design and Resident Engineering Inspection Services, Citywide

CONTRACT NO.: HBESA09C & HBESA09D

PIN: 84109MBBR393 & 84109MBBR394

The assignment scope of work assigned under this agreement may consist in whole, in part, or in combination of typical tasks listed below, but not be limited to:

A. Bridge Design

B. Bridge Inspections and Field Survey

C. Transportation Engineering

D. Constructability Reviews

E. Construction Support Services

F. Resident Engineering & Inspection

G. Environmental Engineering (Hazardous Materials)

H. Geotechnical Engineering and Subsurface Investigation

I. Hydraulic Engineering

J. Mechanical Engineering and ventilation System

K. Electrical Engineering

L. Forensic Engineering

M. Land Use Assessment

N. Public Outreach Liaison

O. Retaining Wall

P. Value Engineering

Q. Special Projects

R. Detailed Estimating Work

General guidelines for each type of above mentioned typical tasks are assigned below. The detailed scope and requirements for every task to be performed under this assignment shall be issued as per the Engineering Service Agreement. The consultant who performed the design cannot provide CSS, REI services and constructability review.

New York City
Department of Transportation

SPECIAL TERMS & CONDITIONS

GENERAL REQUIREMENTS OF CONSULTANT ENGINEERING SERVICE CONTRACT

FOR

THE PREPARATION OF

DESIGN AND OTHER RELATED SERVICES

IN CONNECTION WITH

ENGINEERING SERVICE AGREEMENT

CITYWIDE

CONTRACT NO. HBESA09C & HBESA09D

PIN NO. 84109MBBR393 & 84109MBBR394

Revised 06 / 2008

SPECIAL TERMS & CONDITIONS

GENERAL REQUIREMENTS OF CONSULTANT ENGINEERING SERVICES CONTRACT

FOR

THE PREPARATION OF

DESIGN AND OTHER RELATED SERVICES

IN CONNECTION WITH

ENGINEERING SERVICE AGREEMENT

CITYWIDE

CONTRACT NO. HBESA09C & HBESA09D

PIN NO. 84109MBBR393 & 84109MBBR394

Revised 05 / 2009

GENERAL REQUIREMENTS
FOR
ENGINEERING SERVICES

I. GENERAL

This agreement provides funding for all specialized engineering services involving:

- Inspection of Bridges: field survey, monitoring, constructability review, environmental engineering, geotechnical engineering and subsurface exploration.

- Design of Bridges: highway design, transportation planning, waterways hydraulic engineering, land use assessment, recommendations for bridge rehabilitation, retaining wall, structural analysis and design.

- Construction of Bridges:

    1. Construction Support Services including value engineering, civil work, RFI's, RFP's, and shop drawing review.

    2. Resident Engineer Services including Feasibility & Evaluation of construction contract change orders, and Public Outreach Liaison.

During the four years term of this Engineering Service Agreement individual assignment will be identified for associated scope of services prepared, and agreement reached regarding staffing, cost, and schedule. Engineering Services will commence immediately upon registration of the assignment. Although the number and extent of projects or assignments under this Agreement cannot be known or guaranteed, however the DOT shall issue an individual assignment to the Consultant depending upon the scope of work and staff availability.

The Consultant shall **use as applicable** Design Manuals, Standards, Instructions, Directives, Administrative Procedural Bulletins and guidelines of various government agencies for the prosecution of the **assignment** under **this Engineering Service Agreement.** This shall include, but not be limited to, the latest editions / revisions including all amendments issued by New York State, New York City, American Association of State Highway and Transportation Officials (AASHTO), and Federal Highway Administration (FHWA) for design, construction, inspection, and other standards.

II. TYPICAL SERVICES UNDER THIS ENGINEERING SERVICE AGREEMENT

The assignment scope of work assigned under this agreement may consist in whole, in part, or in combination of typical tasks listed below, but not be limited to:

S. Bridge Design

T. Bridge Inspections and Field Survey

U. Transportation Engineering

V. Constructability Reviews

W. Construction Support Services

X. Resident Engineering & Inspection

Y. Environmental Engineering (Hazardous Materials)

Z. Geotechnical Engineering and Subsurface Investigation

AA. Hydraulic Engineering

BB. Mechanical Engineering and ventilation System

CC. Electrical Engineering

DD. Forensic Engineering

EE. Land Use Assessment

FF. Public Outreach Liaison

GG. Retaining Wall

HH. Value Engineering

II. Special Projects

JJ. Detailed Estimating Work

General guidelines for each type of above mentioned typical tasks are assigned below. The detailed scope and requirements for every task to be performed under this assignment shall be issued as per the Engineering Service Agreement. The consultant who performed the design cannot provide CSS, REI services and constructability review.

A. BRIDGE DESIGN:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Prepare Design Report or BRPR (as per NYCDOT BRPR Guidelines)
- Prepare Preliminary Design Documents (Set of Plans)
- Obtain all required approvals from NYC, NYS and Federal agencies, Private Utilities, Rail Roads, etc.
- Final design, estimates, plans and specifications
- Prepare final contract bid documents
- Prepare power point presentation

- Perform request for proposal

B. BRIDGE INSPECTIONS AND FIELD SURVEY:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Perform in-depth inspection of a bridge and report
- Perform topographical survey of area within the given limits and as described in an individual assignment
- Prepare bridge deck evaluation report
- Perform concrete coring and/or steel sampling and report
- Prepare concrete encasement removal program
- Perform under water inspection for waterway bridges and report

C. TRANSPORTATION ENGINEERING:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Review traffic data.
- Review traffic simulation.
- Perform traffic analysis, signal design and marking.
- Prepare plans and reports.

D. CONSTRUCTABILITY REVIEWS:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Review contract drawings for completeness
- Review contract drawings for feasibility of construction
- Prepare comprehensive constructability report

E. CONSTRUCTION SUPPORT SERVICES (CSS):

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Provide specialized engineering services that involve resolving any design issues, changes in design due to field conditions, recommendations, etc.
- Provide plant inspection services
- Material testing services
- Review shop drawings
- Review demolition and erection drawings and related back-up calculations
- Respond to contractor issued RFIs
- Review Value Engineering proposal given by contractor
- Attend liaison, progress and coordination meetings

F. RESIDENT ENGINEERING AND INSPECTION (REI):

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Provide qualified personnel to supervise construction work to ensure compliance with contract documents and standard specifications. (In addition safety issues)
- Record keeping and daily report writing of Contract Work in Progress.
- Provide material testing services
- Perform Contract Finalization Services including final As-Built drawings, final payment package and submission of final project records.

G. ENVIRONMENTAL ENGINEERING:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Perform hazardous material testing, prepare report and design of hazardous material removal plan.
- Prepare environmental impact statement and perform environmental review process.
- Apply and obtain environmental related permits
- Perform environmental impact study
- Perform soil contamination testing and prepare report
- Wetland mitigation

- Environmental site investigation and evaluation.

H. GEOTECHNICAL ENGINEERING AND SUBSURFACE INVESTIGATION:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Review and analyze available subsurface data
- Perform soil exploration and prepare geotechnical report
- Recommend type of foundation that can be used
- Provide site specific response spectra and perform seismic and geotechnical analysis
- Perform slope stability analysis for embankment

I. HYDRAULIC ENGINEERING:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Perform waterway hydraulic analysis and prepare report
- Perform scour analysis and prepare scour report

J. MECHANICAL ENGINEERING AND VENTILATION SYSTEM:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Perform inspection, analysis and prepare report.
- Perform inspection of ventilation system analysis and prepare report.
- Prepare plans, specifications and estimates, etc.

K. ELECTRICAL ENGINEERING:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Perform inspection, analysis and prepare report.
- Prepare plans, specifications and estimates, etc.

L. FORENSIC ENGINEERING:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Perform forensic engineering studies, evaluations and recommendations.
- Prepare inspection, testing and report.

M. LAND USE ASSESSMENT:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Obtain legal grades and ROW information
- Perform Title search and prepare strip map
- Prepare required drawings for ULURP application
- Obtain signoffs and approvals of ULURP application
- Participate in all conferences, meetings, and Public Hearings on the mapping
- Prepare final maps

N. PUBLIC OUTREACH LIAISON:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Plan and implement a public outreach program
- Prepare and Upon Approval Issue Community Newsletter
- Prepare and Upon Approval Issue Brochures
- Prepare and Upon Approval Issue Direct Mailings
- Prepare Press Releases for Issue by the NYCDOT

O. RETAINING WALL:

Under this typical task for any City owned bridge(s) retaining wall the Consultant may be asked to but not be limited to:

- Perform in-depth inspection and report

- Perform subsurface exploration and prepare geotechnical report
- Enter all obtained data into the NYCDOT database
- Recommend demolition removal method, reconstruction and or repairs, as required.
- Prepare final contract plans for recommended for demolition, reconstruction and or repairs as required.

P. VALUE ENGINEERING:

Under this typical task for any City owned bridge(s) the Consultant may be asked to but not be limited to:

- Review contractor proposed Value engineered option for feasibility
- Review and provide recommendations on all changes in materials, design for the proposed value engineered option
- Cost and schedule analysis of value engineering proposal

Q. SPECIAL PROJECTS:

Under this typical task for any City owned bridge(s) and non bridge related DOT owned or managed structures and facilities the Consultant may be asked to but not be limited to:

- Provide engineering services for special task not mentioned above and as specified in an individual assignment.

R. DETAILED ESTIMATING WORK:

Under this task the Consultant must retain an experienced estimator with a minimum of 10 years of expertise in Bridge reconstruction estimating. The estimator is to utilize the most current software for the estimate. The estimate is to consider the material and labor necessary to complete the proposed scope and the estimator is to consider constructability issues and to reflect considerations such as, "means and methods," in the construction estimate. The estimate must consider projected material costs for the duration of the job. The estimate is also to consider union rates for all necessary trades, including any anticipated increases in labor wages. Last but not least, the estimate must include local market conditions, trends and anticipated contractors margins of profit.

III. OPERATIONS PROCEDURE AFTER AGREEMENT IS EXECUTED

This agreement is one of two Contractual Agreements, both dated xxxxxx (the "contracts") entered into by the Department pursuant to PIN 84109MBBR393 and PIN 84109MBBR394 to provide the services described in this Contract. The contract with PIN 84109MBBR393 is with

xxxxx and the other contract with PIN 84109MBBR394 is with xxxxxx. Assignments under these contracts will be made based upon the process defined below. The maximum of each of these contracts will not exceed $5,000,000; however there is no guarantee that the Department of Transportation will expend the entire value of these contracts. Specifically, the Department of Transportation does not guarantee that the Consultant will receive a specific volume of work, a specific total contract amount, or a specific task order value. All work will be conducted through task orders for specific pieces of work.

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required. The exact disciplines required and the amount of work for each discipline, have not been determined. The CONSULTANT should be capable of adding, deleting, or substituting disciplines/ expertise as necessary to meet the needs of specific task orders. There is no guarantee that all disciplines or services will be utilized.

The CONSULTANT will be expected to respond to short notice requests for technical services to resolve urgent task orders and in response to task orders for development review services. The CONSULTANT should be capable of performing urgent task order assignments while working on several other task orders simultaneously. CONSULTANT task orders will be coordinated with on-going work being performed by the Department.

A. TASK ORDERS

1. Issuance of Task Orders by the Project Manager: Throughout the term of the Contract, as the need arises for design engineering, resident inspection and related services, the Project Manager shall issue a Task Order to the Consultant(s). The Project Manager may issue separate and/or supplementary Task Orders to the Consultants for the performance of services for different phases or portions of the individual project. Each Task Order issued hereunder shall specify the items set forth below:

(i) A description of the individual project for which services are required
(ii) The services to be performed by the Consultant
(iii) The method of payment for the performance of services
(iv) Any requirements for scheduling and/or phasing of the services
(v) Time frame for completion of services
(vi) An overall Not to Exceed amount for the services to be performed. Such overall Not to Exceed amount shall be further broken down into various amounts and/or allowances, depending on the required services and the method of payment specified in the Task Order. Such amounts and/or allowances may include the following: (1) Amount for Design Fee (based upon negotiated staffing plan utilizing the consultant's labor rates); and (2) Allowance for reimbursable Services.

2. Supplementary Task Orders: In the event of any changes to the Task Order, the Project Manager shall issue a Supplementary Task Order to the Consultant. The Consultant shall be bound by the terms and conditions of any such Supplementary Task Order issued by the Project Manager.

3. Conflicts: In the event of any conflict between a Task Order issued hereunder and any provision of this Contract, the Contract shall take precedence; except that with respect to the scope of services to be performed, the provisions of the Task Order shall take precedence.

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

5. Task by Others: In the event there is a need for Special Transportation related services, the Project Manager reserves the right not to issue a Task Order to the Consultant and to have the work performed by another Consultant(s) or by City employees, if the Project Manager, in his sole opinion, determined that the Consultant may be unable to satisfactorily provide the required services in a timely fashion.

B. TASK ORDER PROCESS

1. (i) The Project Manager will notify the Consultant of the Department's intention to develop a Project Task Order for a specific assignment and will forward the draft scope of services. These will be considered Tasks for this Agreement.

(ii) For each individual task order, the Project Manager will issue a written or verbal "Task Order Request" to one of the two consultants. The task request will describe the nature and extent of the project, its scope, preliminary schedule and rough order of magnitude.

(iii) Within 5 days or the timeframe specified in the "Task Order Request", the Consultant will prepare a scope of work, schedule, and fees as well as identify the key staff assignments and potential subconsultants.

(iv) If needed, arrangements will be made for a scope meeting to be held in the most appropriate location. The Consultant shall take minutes and submit them to all attendees within one week of such meeting. If needed, the Project Manager shall present the technical aspects of the project to the Consultant. At the close of the meeting, the definitive due date of the second proposal will be established.

(v) The Consultant will submit the two copies of its first proposal to the Project Manager.

(vi) The Project Manager shall review the proposal and conduct appropriate negotiations with the Consultant that result in a final proposal, submitted by the Consultant as in B(1) (v) above.

(vii) After review, the Project Manager will then recommend that the Project Task Agreement be finalized. The agreement will be sent to the Consultant for signature.

(viii) A copy of the executed task order will be sent to the NYC Office of Management and Budget for Final Approval. Upon such approval, the fully executed task order will be forwarded

to all parties.

(ix) Upon encumbrance of the funds for the project, the Project Manager will notify the Consultant when to proceed with work on the assignment.

(x) The consultant shall send billings and progress reports to New York City Department of Transportation, Office of Planning and Sustainability. All extra work elements must be negotiated in writing. If warranted, a supplemental task order for additional work will be processed in the same manner as the original assignment.

2.***Selection Procedure***: The selection of the Consultant to perform services for a project shall be conducted in an alternating basis. One of the two Consultants shall be issued the initial Task Order. Subsequent to such initial Task Order, the next Task Order shall be issued to the Consultant that did not receive the preceding Task Order. This Task Order Process will be followed during the terms of the contracts with the exception of when the Project Manager makes a determination in his/her sole discretion that a particular task or project is of such nature as to require the submission and evaluation of a Project Specific Proposal (defined below) for the scope of work by each of the Consultants, or in situations where the Department is not able to reach a final agreement with one Consultant after following the procedures set forth above, or where in the Agency's sole opinion and discretion, the consultant cannot satisfactorily provide the services in a timely manner or is otherwise unable to commence the services required in the task order, it may request a proposal from the other Consultant and negotiate a final proposal with such other Consultant by following such procedures. The procedure that will be followed in the event that a determination is made by the Project Manager that the particular task or project is of such nature as to require the submission and evaluation of a Project Specific Proposal for the scope of work by each of the Consultants is set forth below. This selection procedure shall be conducted prior to the issuance of the Task Order. Both the City and the Consultant(s) understand that this alternate Task Order Process may result in a Consultant receiving consecutive Task Orders. Accordingly, the Task Order issued directly after the issuance of a Task Order pursuant to this special selection process shall be issued to the Consultant that is not issued the subject Task Order, unless it is determined by the Project Manager that such subsequent Task Order must also follow the special Task Order Process. Each Consultant shall not be entitled to any claims based on the award of any Task Order by the Project Manager.

a. *Project Specific Proposals Documents*: As the need for services arises, the Project Manager shall issue project specific proposal documents to each Consultant. Such documents shall include the following: (i) information concerning the individual project for services are required, and (ii) a description of the project specific proposal to be submitted by each Consultant.

b.Project Specific Proposals: The Consultants agree to submit project specific proposals in response to the documents specified in the paragraph above. The Consultants shall not be entitled to compensation for costs incurred in connection with the preparation of their project specific proposal.

c. Evaluation: An evaluation committee will review, evaluate and score all project specific proposals, based upon the technical evaluation criteria set forth in the project specific proposal documents. This evaluation and scoring will determine the Consultants' Technical Rating. The

Consultant with the highest technical rating will be selected for the individual project. The selected consultant shall then be required to follow the procedures for negotiating the task order delineated above.

IV. FEES AND PAYMENTS

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: $ 5,000,000.00.

B. BASIS

1. Office Work:

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

2. Field Work:

The payment for the services rendered herein shall be made on the basis of total direct time and labor for technical field salary costs including applicable weekend/night work differential, times a technical field multiplier, plus direct reimbursement for Principals' Time, authorized overtime premium pay and certain out-of-pocket expenses.

C. DEFINITIONS

1. Direct Technical Salary Cost

Direct technical salary cost shall include only engineering, surveying, inspection, 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 Consultant Pay Index of the U.S. Bureau of Labor Statistics-Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries. *

2. Technical Office or Field Multiplier

The technical office or field multiplier shall be applied to the direct technical office or field 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

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 also defined as that person who owns ten (10) percent or more of the voting stock. Principals of the firm shall be compensated for their time when summoned by the Department to provide technical assistance, to the extent that they perform services other than administrative or supervisory services, as follows:

a) The rate of compensation for Principals' Time as stated herein before, 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 Department with a demonstration certifying their 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 Department 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 Department and the Comptroller of the City.

d) The Department 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 herein before.

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 the Department’s Engineering Audit Bureau to avoid duplication of indirect expenses. The adjusted multiplier is calculated by decreasing the Consultant’s Multiplier by 10%.

** 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. Total of individual raises shall not exceed the pool money per contract year.*

4. <u>Out-of-Pocket Expense</u>

a) The cost of acquiring, on a per diem basis, the services of other experts or Consultants as may be required for the performance of the Consultant’s services are subject to the same audit rules as the prime.

b) The costs of the use of motor vehicles, owned by the Consultant or employees of the company 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 by the current edition of Directive #6, NYC Comptroller. The cost of MTA Tokens and Tolls within the city borders is reimbursable as out-of-pocket costs. The cost of parking may be reimbursed as approved by Project Engineer.

c) The cost of printing and duplicating for this project by an outside vendor is reimbursable as out-of-pocket costs based on the submitted invoice. However, cost of printing by in-house services is not reimbursable.

d) The cost of renting any 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.

e) The costs of the specified registered mailing and/or FEDEX type services directed by the Department are reimbursable as out-of-pocket costs. However, routine postage, messenger service, etc. are not reimbursable.

f) The cost of project related long distance telephone calls are reimbursable as out-of-pocket costs.

g) The cost of project specified cellular communications, approved by the Deputy Chief Engineer are reimbursable as out-of-pocket costs.

h) The cost of project specified microfilming services are reimbursable as out-of-pocket costs.

i) The cost of project specified photographic film, developing and printing services are reimbursable as out-of-pocket costs.

j) The cost of acquiring the services of a licensed surveyor, as may be required, for performing surveying and/or plotting of surveys are reimbursable as out-of pocket costs.

k) 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, and Soil Investigation and Testing Services, as required are reimbursable as out-of-pocket costs.

l) 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) as required are reimbursable as out-of-pocket costs. (For Definition, See IV.C.5)

m) The cost of project specific miscellaneous items approved by the Department may be reimbursable as out-of-pocket costs and are subject to audit.

Out-of-Pocket expenses shall be subject to audit by the Department, consequently, the Consultant shall maintain, and submit to the Department upon request, time and material records for all Out-of-Pocket expenses incurred and submitted for reimbursement in connection with the services herein contained. Subcontractors and subconsultants are subject to the same rules governing the documentation and reimbursement of Out-of-Pocket expenses as the prime. For

car rental or staying in hotel the prior approval is required from the Department and the cost shall be included in the cost proposal for the City to reimburse as part of Out of Pocket expenses.

5. Force Account Work

Force Account Work refers to the non-Direct Technical Labor 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-Direct Technical Labor 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. This 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, 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 to 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.

7. Overtime Premium

Overtime Premium Compensation shall be those payments over and above straight salary for hours actually worked, which are required either by applicable State and Federal Laws and Regulations or in accordance with the schedule set up under the Field Survey Union Contract. In no event however, shall the rate of overtime premium compensation exceed the Consultant's normal company policy relating to such compensation.

8. Weekend/Night Work Differential

Weekend/night work differential shall be compensation over and above the daily wage rate as indicated in Table I for normally scheduled non-overtime shift work either on weekends or between the hours of 6:00 P.M. and 8:00 A.M. The weekend/night work differential shall be limited to a maximum of ten percent (10%) of actual base pay for applicable time worked during the differential periods, exclusive of overtime premium pay, and shall be paid in accordance with the standards as established for reimbursement allowances for City personnel. In no event, however shall the rate of weekend/night work differential exceed the Consultant's normal company policy relating to such compensation.

9. Performance Evaluation

The services must be performed in a timely manner. Emphasis shall be placed on qualitative and timely submission of required documents and reports. Evaluations of performance will be used in selection of the Consultants for future work.

10. Subconsultants and Subcontractors

Subconsultants and/or Subcontractor services must be performed on a time and material basis with a not to exceed maximum cost. Reimbursement will be based on time and material invoices verified by the same rules governing the prime. Sub services not included in the original proposal and all Subcontractor services must be justified to the satisfaction of the Deputy Chief Engineer.

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 time and labor costs related to technical office or field salaries of the Consultants and all Professional subcontractors in connection with the project, times a technical office or field interim multiplier of:

____ for office work *

____ for field work*

b. 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 City with no markup for the Consultant's overhead and profit.

*The interim multiplier will be based on currently available information on Consultant Company's overhead and profit. This multiplier is subject to audit and revision on an annual basis when the actual overhead information for the respective year becomes available. Suitable adjustments to the previous payments will be made accordingly upon completion of Task Order(s) and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Task Order(s) by the Agency at the discretion of the Agency.

2. The Consultant shall submit to the Department, or his duly authorized representative, but not more than once per calendar month, a certified requisition, and six copies, setting forth in detail the items of work and services performed by the Consultants and the amount of partial payment requested. Requisitions, shall be accompanied by statements prepared and certified by the Consultant setting forth the name and title of each of their employees and their subconsultants' and/or subcontractors' employees who was engaged in the project during such respective month, the number of hours worked each day, the direct salary and the compensation attributable to the time for which the requisition is submitted. All requisitions 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 requisitions and progress reports shall be subject to review and

approval of the Department's designated Project Engineer.

3. The Department, or the duly authorized representative, shall review the said requisition and if, in his/her judgment, the work and services therein set forth have been performed, the Department shall endorse his/her approval of payment of said requisition and certify that the work and services have been satisfactorily performed by the Consultant.
4. Out-of-Pocket expenses and compensation for Principals' Time approved by the Department shall be paid at cost to the Consultant with no markup for the Consultant's overhead and profit.
5. 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 Department of all records and documents in connection with the project in addition to signed letters from the sub consultant or subcontractors attesting to having received full payment from the consultant for the completion of their services.
6. The final voucher shall be accompanied by a statement certifying and scheduling the total direct technical salary costs of the attributable to the contract.
7. The fee and all payments hereunder shall be subject to review and audit by the Department of Transportation and subject to audit by the Comptroller.
8. The Fee shall not be increased for any reason except as provided herein or where such increase is due to a material change in scope only.
9. Included hereunder are the major provisions/requirements applicable to all services.

The average hourly wage rates, exclusive of applicable weekend/night work differential, shall not exceed the rates as shown on Labor Cost Proposals Forms 4T-1.

10. <u>Partial Payments</u>:

a. The Consultant shall be paid in monthly progress payments based on actual allowable cost incurred during the period in accordance with Section IV of this Agreement. The Consultant shall submit a breakdown of costs for each specific task provided with request for payment. Payment requests are subject to the approval of the Department, or the duly authorized representative.
b. The Consultant shall inform the City and all subcontractors and subconsultants of the schedule for submitting monthly requisitions to the City, said schedule shall be strictly adhered to by the Consultant.
c. All subcontractors and subconsultants requisitions 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 subcontractors or subconsultants of the date the requisition was submitted to the City and the amount included for the subcontractors or subconsultants.
d. The Consultant is required to make partial payments to all subcontractors and sub consultants within ten (10) calendar days of receipt of payment from the City.
e. 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.

f. 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 contracts awarded for the execution of the plans and specifications of the project. It is agreed, however, that in the event of the necessity of re-letting a Construction Contract or Contracts or in the event of any claims being made or any action brought on a Construction Contract or Contracts, the Consultant shall render the City any and all assistances required by the Department, at an additional compensation to be agreed upon.

11. Continuance of Contract for Payment Purposes only

In the event, the Consultants' Engineering Services are required with respect to a Project Task Agreement, and task for such Assignment is issued by the Department and registered by the Comptroller Office during the term of the Contract, including the last day. Therefore, the time frame for completion of such assignment extends beyond the term of the Contract. The Contract shall remain in effect FOR PAYMENT PURPOSES ONLY THROUGH THE TIME FRAME FOR COMPLETION OF SUCH ASSIGNMENT, as set forth in the assignment or any Supplementary Assignment required to completing in the project.

12. DOT has made a determination that it will NO LONGER HOLD retainage ON FTA/FHWA FUNDED CONTRACTS.

V. TIME OF COMPLETION

The total length of this Engineering Service Agreement Contract shall be **1461** consecutive calendar days from notice to proceed with an option to renew for an additional 1461 CCD under the same contract terms and conditions at the sole discretion of the City.

New York City
Department of Transportation

PROCEDURES
FOR
BRIDGE RECONSTRUCTION
PROJECT REPORT

UPDATED JANUARY 2004

ENGINEERING REVIEW GROUP
BUREAU OF ENGINEERING REVIEW & SUPPORT
DIVISION OF BRIDGES

Contents

		Page No.
1.0	**Purpose**	1
2.0	**Bridge Plans and Reports**	1
3.0	**Bridge Reconstruction Project Report**	2
3.1	Traffic Study	3
3.1.2	Accident Report	4
3.1.3	Bicycle Facilities Report	4
3.2	Maintenance and Protection of Traffic	5
3.3	Planning Statement	5
3.3.1	Determination of Permits	6
3.4	Hydraulic Report	6
3.5	Soils Investigation Program / Geo- Technical Foundation Report	7
3.6	Foundation Design Requirements	7
3.7	Statement of Hazardous Materials	7
3.7.1	Lead Paint and Coatings	8
3.7.2	Soil Contamination	8
3.7.3	Underground Storage Tanks	9
3.7.4	Asbestos Containing Materials	10
3.8	Substandard Features	10
3.9	In-Depth Inspection Report and Field Survey	11
3.9.1	Under Deck Inspection	11
3.9.2	Flagged Conditions	12
3.10	Load Ratings	12
3.11	Bridge Deck Evaluation Report	18
3.12	Seismic Assessments	18
3.12.1	Critical Bridges	18
3.12.2	Essential or Others Bridges	18
3.12.3	Existing Bridges	19
3.12.4	New Bridges	20
3.13	Utilities	20
3.14	Aesthetics	21
3.15	Plans, Elevations and Sections	21

Contents

		Page No.
3.16	Land Use Assessment	22
	3.16.1 Preparation of Right of Way Plan	22
	3.16.2 Preparation of ULURP Plans	23
	3.16.3 Preparation of ULURP Application	24
	3.16.4 Field Visits, Public Meetings, Presentations, Public Hearings, etc.	24
3.17	Recommendations, Estimates and Conclusions	25
3.18	Original Color Photos	27
3.19	Video Tape	28
4.0	**Draft BRPR**	28
5.0	**Final BRPR**	29
6.0	**Preliminary Plans**	29
7.0	**Preliminary Plan – Agency Review**	31
8.0	**Submission to the Railroad**	31

Appendices

Appendix A:	BRPR Format and Requirements	32
Appendix B:	Substandard Features Check List	44
Appendix C:	Instruction for Presentation of Ratings in BRPR	46
Appendix D:	In-Depth Inspection Form	48
Appendix E:	Preliminary Plan Review Check List	55
Appendix F:	Field Survey Requirements	63

PROCEDURES

FOR

BRIDGE RECONSTRUCTION PROJECT REPORT

This document describes the format to be followed and the information that shall be included in the Bridge Reconstruction Project Report (BRPR).

1. PURPOSE:

These procedures enumerate the requirements for producing a set of Preliminary Plans that will be used as a basis for developing Final Contract Bid Documents for the rehabilitation / replacement of bridges. It is expected that the rehabilitation / replacement, in conjunction with maintenance, will extend the useful life of the structure by a minimum of thirty years.

Unless otherwise stated, all structures shall be reconstructed to a MS23 (Inventory) level, minimum.

The International System (Metric) Units of measurement shall be used for all contractual work, including the work pertaining to public and private agencies (utilities, railroad facilities, etc.). Soft conversion shall be used for existing features that are to be retained and for applicable Standards and Design directives for which SI (Metric) conversion is not yet available.

There shall be an individual Bridge Reconstruction Project Report and set of Preliminary Plans for each bridge, which is to be reconstructed or replaced under the Engineer's Contract.

2. BRIDGE PLANS AND REPORTS:

Prior to the submittal of the Engineer's proposal, the Engineer shall review the following:

A) The latest Bridge Inspection and Condition Report and Bridge Inventory. If not available from the City, the Engineer shall obtain them from the NYSDOT.

B) The plans of the existing bridge. Note: Where plans are not available, or the available existing plans are inadequate, the Engineer shall take field measurements of the existing structure to the extent necessary, in order to perform load ratings (inventory and operating) and prepare the BRPR (i.e. existing framing plans, existing cross sections and elevations, etc.) and the Preliminary Plans.

3. BRIDGE RECONSTRUCTION PROJECT REPORT

The Engineer shall prepare a "Bridge Reconstruction Project Report", in accordance with the format and requirements specified in Appendix A, which will include the following:

3.1 Traffic Study

3.2 Maintenance and Protection of Traffic Plans

3.3 Planning Statement - Determination of Permits

3.4 Hydraulic Report

3.5 Soil Investigation Program / Geo-technical Foundation Report

3.6 Foundation Design Requirements

3.7 Statement of Hazardous Material

3.8 Substandard Features

3.9 In-Depth Inspection Report - Under-deck Inspection

3.10 Load Ratings

3.11 Bridge Deck Evaluation Report

3.12 Seismic Assessment

3.13 Utilities

3.14 Aesthetics

3.15 Plans and Sections

3.16 Land Use Assessment

3.17 Recommendations, Estimates and Conclusions

3.18 Original Color Photos

3.19 Video Tape

3.1 TRAFFIC STUDY

The Engineer shall provide the highway classification, current vehicular and pedestrian traffic counts and turning movements, projected traffic (20 years, or as specified), design-speed and legal speed (indicate if posted), Specify land use (residential, commercial etc) in the vicinity of the bridge, Indicate all hospitals, schools, police and fire departments within the vicinity of the bridge. Attach a separate plan identifying all these facilities, AM/PM peak periods and traffic volumes, average Daily Traffic as well as one-way (and two way) design hourly volume (DHV), and Accident Report.

The following information shall be provided:

1. TRAFFIC COUNTS

A. VEHICULAR TRAFFIC COUNTS:

Provide a minimum of five consecutive days of 24-hour vehicular counts, Monday thru Friday.

B. PEDESTRIAN TRAFFIC COUNTS:

Provide a minimum of three consecutive days of pedestrian traffic counts, Tuesday thru Thursday, from 7 a.m. to 10 a.m. and from 4 p.m. to 7 p.m. Pedestrian traffic counts are required for all sidewalks, stairways and pedestrian ramps. If the bridge is located near school, provide additional hours of pedestrian traffic counts to be done prior to school start and school dismissed.

The Engineer shall determine the adequacy of the width of sidewalks on the bridge based on the pedestrian traffic counts.

C. BICYCLE TRAFFIC COUNTS:

Provide a minimum of three consecutive days of bicycle traffic counts, Tuesday thru Thursday, from 7 a.m. to 10 a.m. and from 4 p.m. to 7 p.m.

D. TURNING MOVEMENT COUNTS:

Provide a minimum of three days of turning movement counts, Tuesday thru Thursday, from 7 a.m. to 10 a.m. and 4 p.m. to 7 p.m. Prepare a plan showing all turning movements.

2. TYPE OF TRAFFIC:

Specify traffic composition above and below the span, as applicable. Perform same traffic study for lower roadway. Traffic composition shall be expressed as a percentage of trucks, automobiles and buses. The bridge is above the rail road; submit train schedule.

3. Projected future traffic based on a “No-built” scenario. Future traffic shall be projected based on annual traffic growth rate provided to the Engineer by the NYCDOT Office of Traffic Planning. Future traffic shall be estimated for a 20-year time span.

4. Level of service for both present and future vehicular and pedestrian traffic. Explain methodology used to arrive at the LOS for both present and future traffic. This includes both method of analysis and software used to calculate the LOS.

Provide specific recommendations to improve both present and future LOS. This may include highway/bridge widening, use of HOV lanes, use of Intelligent Transportation Systems (ITS), traffic controls, upgrade of any substandard geometric features or any other measures deemed necessary to improve the Level of Service.

3.1.2 ACCIDENT REPORT

The Engineer's Accident Report shall include three (3) years of accident data. The Engineer shall research the accident data from the City's Police Department.

The Engineer shall provide a list of all accidents with descriptions and attach a plan showing all accident locations.

The Engineer shall evaluate the accident data and determine if the accidents are as a result of any bridge/ highway features, geometric deficiencies; traffic patterns, or other related factors including human factor. The Engineer shall indicate whether or not any repetitive accident patterns were occurred.

The Engineer shall provide his/her conclusions and provide specific recommendations on how to reduce the number of accidents in the vicinity of the bridge.

In addition to the accident data from the Police Department, the Engineer shall contact the NYSDOT Traffic Engineering and Safety Division, and verify all reported accidents have been obtained from the Police Department's files and incorporated into the accident report.

3.1.3 BICYCLE FACILITIES REPORT

The Engineer shall provide bicycle access to the existing bridges (and approaches) in compliance with AASHTO, and NYSDOT requirements.

The Engineer shall contact to Department's Bicycle Coordinator to determine if the project is located on a NYCDOT designated bicycle path, lane or route.

The Engineer shall evaluate the project site for bicycle facility improvements, as per AASHTO guidelines, regardless of whether or not the project location is on a NYCDOT designated bicycle facility.

The Engineer shall present his findings, conclusions and provide specific recommendations on this particular issue.

3.2 MAINTENANCE AND PROTECTION OF TRAFFIC PLANS

The Engineer shall investigate, at a minimum, the following three plans for maintenance and protection of traffic:

a. Full bridge closure to vehicular (and pedestrian) traffic.

b. Least Impact to the Traveling Public (vehicles and pedestrians) - The considerations/issues involved may be numerous: various staging plans; off peak work hours (night time, weekends); effects on quality of reconstructed bridge; etc. This may involve the investigation (and presentation) of more than one alternative.

c. Least Impact on the Community - The community shall include the areas immediately adjacent to the bridge, and may also include those communities impacted by detouring traffic and / or other adverse consequences of the construction.

The Engineer shall present all plans, as well as his recommendation, in Section 8.0 of the BRPR. Each plan shall be described and discussed in terms of its advantages and disadvantages. A preliminary cost estimate, construction duration and staging shall be included for each plan.

The Engineer's proposed plans for maintenance and protection of traffic: Prior to the submission of the draft BRPR, the Engineer shall discuss his proposed plans with the Division of Bridges, and the Office of Construction Mitigation and Coordination (OCMC). After the submission of the Preliminary Plans, and meetings with the Community Boards and other affected parties, OCMC will issue stipulations and approvals for maintenance and protection of traffic.

The Engineer shall prepare detailed plans for Maintenance and Protection of Traffic plans. Plans and sections of each staging of the M.P.T. Plan shall be provided. Plans of the Detour(s) shall also be provided, as required. All vehicular and pedestrian detour routes shall be evaluated and reported on by the Engineer in terms of safety, travel time, distance, etc. Proposed M.P.T. signage shall not be required as part of the BRPR (or Preliminary Plans).

3.3 PLANNING STATEMENT

The Engineer shall obtain statements from the following: NYSDOT (Regional Director); NYCDOT Division of Planning and Traffic Operation; NYCDOT Division of Bridges; NYCDOT Office of Land Use, Director of Community Boards, Borough President, City Planning, Arterial Maintenance, NYCDOT Community Affairs, Capital Roadway Planning and Development, Surface Transit Operations, Bus Service Companies, and

NYC Parks. The Engineer shall contact NYCT, MTA, AMTRAK, METRONORTH, etc., if their property is nearby.

The planning statement request to the NYSDOT should request information on all current and proposed State bridge and highway projects within the vicinity of the subject City bridge; construction year of the project; current design phase of the project; and approximate project limits; including any State projects which have maintenance and protection of traffic plans that involve the subject City bridge project delineated.

The planning statement requests to the NYCDOT Division of Planning and Operation should request similar information on their respective highway projects. Planning statements from the State and City about proposed improvements

Statements from all utility companies and affected railroads, private and / or public, shall also be obtained with the nature and extent of their participation in the project.

The Engineer shall be responsible to determine which parties are to be requested for the Planning statements.

3.3.1 DETERMINATION OF PERMITS

The Engineer shall make a determination of permits required from all applicable agencies including, but not limited to the following: OCMC; DEC; Coast Guard; Department of Park and Recreation; Corps of Engineers; Waterfront Revitalization Planning; Landmarks Commission; Art Commission, and estimate the time needed for obtaining the permits/approval required. The statements concerning the required permits and the estimated time required for obtaining permits shall be included in the BRPR. If such permits are determined not to be required, a statement shall be made. The planning statement for NYCDOT Bridges will be required from the Engineer and submit in the report.

The Engineer shall start the required permit processes in Preliminary Design.

3.4 HYDRAULIC REPORT (on waterway/stream bridges and culverts)

The Engineer shall evaluate the hydraulic adequacy of the structure; and identify its susceptibility to flooding and its vulnerability to scour, ice and debris. The Engineer shall provide remedial action plans to correct any hydraulic deficiencies and/or vulnerability reduction measures which can be incorporated into the rehabilitation project. The evaluation shall also assess the effectiveness of proposed countermeasures and comment if rehabilitation is practical from a hydraulic standpoint, or whether a replacement project should be considered. If replacement is recommended, the Engineer shall identify hydraulic requirements for the proposed type and size of the structure. This assessment is included in the BRPR stage due to the potentially dramatic impact of hydraulic considerations to a project's scope and cost. In addition to that the designer shall comply with the requirements of Hydraulic Section 3.4 of NYSDOT Bridge Manual.

3.5 SOILS INVESTIGATION PROGRAM / GEO-TECHNICAL FOUNDATION REPORT

The report shall include but not be limited to the following information:

- Description of structures.
- Provide boring logs with unified soil classifications, soil profile(s), laboratory and field test results, and ground water information.
- Provide soil Class per latest NYCDOT Seismic Design Criteria.
- Interpretation and analysis of subsurface data.
- Static and dynamic geo-technical parameters required for foundation design.
- Foundation stiffness matrixes and point of fixity.
- Liquefaction potentials of subsurface soil provide remedial measures and cost estimates, if required. For example for soil Class F, Site Specific analysis shall be performed.
- Slope stability and lateral spread under static and dynamic loads.
- Field tests and instrumentation required during construction.
- Discussion of soil-structure interaction and adequacy of existing foundation under static and dynamic loads.
- Foundation recommendations for all proposed reconstruction/ replacement schemes in BRPR.
- Discussion of anticipated construction problems and proposed remedial action and solutions.

3.6 FOUNDATION DESIGN REQUIREMENTS

The bridge shall be inspected for foundation deficiencies: settlement, tilting, etc. If none are found, a statement to that effect shall be made. If some are found, plans or alternatives to repair these deficiencies during the reconstruction shall be provided.

3.7 STATEMENT OF HAZARDOUS MATERIALS

If hazardous materials (asbestos, lead paint, contaminated soil, etc.) exist on City R.O.W., it is critical to identify them in the design phase. Hazardous materials regulated under federal and state laws include substances that are discarded and / or polluted in air, water and soil, and pose a potential hazard to public health.

A review of as- built (or existing) plans should be conducted to obtain information on asbestos (or other hazardous) contaminated materials. Particular attention should be directed to the composition of any conduits, any structure that has a heating system, roof, siding or modification of lighting control cabinets, and any abutment back-wall / approach slab work. In addition, utility plates should be reviewed for additional conduits installed not appearing on the as built plans.

The Engineer shall provide a complete statement showing that all hazardous materials were accounted for, both in the field and on the as-built drawings and on utility plates, and indicated what the findings were. If any was identified, the Engineer shall indicate the requirements for their protection from disturbance or the requirements for their removal. The Engineer shall indicate (and quantify) whether or not the hazardous materials pose a public health risk, in their present state as well as during construction.

The Engineer shall include but not limited to the following hazardous materials scope of work into the contract:

3.7.1 LEAD PAINT AND COATINGS

All bridge structures that will be impacted by rehabilitation, reconstruction or demolition must be inspected for the presence of coatings. These coatings may contain lead, in addition to other metals such as chromium, arsenic, cadmium, silver, selenium and barium.

A representative number of coating samples must be collected from all types of surfaces. These surfaces include, but are not limited to, steel members, roadway gratings, and handrails, steel encased in concrete, concrete surfaces and other systems.

A sufficient number of samples must be collected to accurately determine if the presence of lead or other metals is present throughout the coatings on the structure.

All samples must be collected and tested in accordance with standards established by federal, state or local agencies. A licensed and accredited laboratory must analyze samples. Sample results must be reported in a percentage by weight basis or weight by area basis.

Quantities estimate for lead paint or other coatings must be provided to the NYCDOT.

3.7.2 SOIL CONTAMINATION

All bridge structures that will require excavation of soils (i.e. replacement of abutments) must undergo investigation to determine if contaminated soil is present.

A Phase I Environmental Site Assessment must be performed during the preparation of the BRPR in order to determine if potential soil contamination is present within the areas affected by the project. The investigation is performed with respect to contaminants

identified within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and for petroleum products. A Phase I consists of a historical and regulatory review of the project site and surrounding properties to determine if records indicate the potential presence of contamination. A visual inspection of the site and observation of surrounding properties is also performed. The Phase I assessment must be performed in accordance with ASTM guideline E1527-00.

The findings of the Phase I assessment will determine the applicability of performing a Phase II investigation during the preparation of the final BRPR. The Phase II investigation consists of the collection and analysis of soil and groundwater samples from the project site. These soil and groundwater samples will be collected based on a sampling strategy developed for the project site. Soil and ground water samples may be collected utilizing various methodologies, including but not limited to, hollow stem augers, hydraulic push samplers and hand augers. Prior to sampling of soil and groundwater all utilities must be marked out at the site and the sampling adjusted to account for the presence of utilities and other subsurface obstructions. All drill cuttings are other waste generated at the site must be placed in Type 1A steel 55-gallon drums and stored on-site until disposed of in accordance with applicable regulations. If required, monitoring wells must be installed to determine if groundwater is contaminated. These monitoring wells must be installed and developed in accordance with standard practice such as ASTM guidelines.

A licensed and accredited laboratory will perform all sample analysis. This laboratory must be capable of performing the required analysis depending on the contamination expected to be present at the site. A report detailing the sampling activities, boring logs, subsurface lithology, sample analysis results and presence of contamination must be prepared and submitted to NYCDOT.

3.7.3 UNDERGROUND STORAGE TANKS

Depending on the scope of the bridge project, underground storage tanks (UST) containing petroleum products or other material may be present on site. The results of the Phase I site assessment will identify potential location of UST's and whether the UST will be impacted by the proposed project.

If a UST is present the UST should undergo pressure testing to determine the integrity of the system. A UST that fails an integrity test may have leaked petroleum products or other contents into the soil or groundwater at the site.

A Phase II investigation must be performed to determine the extent of contamination from the leaking UST. Soil and ground water samples may be collected utilizing various methodologies, including but not limited to, hollow stem augers, hydraulic push samplers and hand augers. Prior to sampling of soil and groundwater all utilities must be marked out at the site and the sampling adjusted to account for the presence of utilities and other subsurface obstructions. All drill cuttings are other waste generated at the site must be

placed in Type 1A steel 55-gallon drums and stored on-site until disposed off in accordance with applicable regulations. If required, monitoring wells may be installed to determine if groundwater is contaminated. These monitoring wells must be installed and developed in accordance with standard practice such as ASTM guidelines.

A licensed and accredited laboratory will perform all sample analysis. This laboratory must be capable of performing the required analysis depending on the contamination expected to be present at the site. A report detailing the sampling activities, boring logs, groundwater levels, subsurface lithology, sample analysis results and presence of contamination must be prepared and submitted to NYCDOT.

3.7.4 ASBESTOS-CONTAINING MATERIALS

Asbestos-containing materials may be present in various types of materials, and used for various functions. These include, but are not limited to, caulking, window glazing, electrical insulation, electrical panels, roofing materials, tar, floor tiles, pipe insulation, cement products and paint.

All suspect asbestos-containing materials must be collected by a NYSDOL certified asbestos investigator and NYCDEP licensed asbestos investigator. A licensed and accredited laboratory must analyze all samples. Copies of all licenses and certifications must be provided to the NYCDOT.

All suspect asbestos-containing materials must be sampled in sufficient quantities as required by the EPA, NYS and NYC regulations. Samples must be analyzed by Polarized Light Microscopy with Dispersion Staining (PLM/DS). All samples found to contain less than 10% asbestos must be point-counted. Non-organically bound materials must be analyzed by Transmission Electron Microscopy (TEM).

Quantities of all asbestos-containing materials must be provided to the NYCDOT upon completion of the survey and analysis of samples.

3.8 SUBSTANDARD FEATURES

All substandard features on the structure, on the approaches, and under the structure (existing and proposed) must be documented on the Substandard Features Check List (see Appendix B). The bridge and approach roadway widths, profile, stopping sight distance (existing and proposed) are especially important factors and must be thoroughly analyzed.

All substandard features must be eliminated. A detailed cost estimate shall be prepared for elimination of each substandard feature. If a substandard feature is to be retained, or merely improved, a separate statement fully detailing the justification for retaining (or merely improving) the substandard feature is required. If R.O.W. taking cost, or other consideration, makes elimination of these features impractical, the Engineer shall

thoroughly document these reasons in the BRPR. The Engineer shall be responsible for preparing whatever plans and estimates that may be required.

This documentation shall include the accident data for the last three (3) years (tied down to the structure location) with an analysis of the data as it pertains to the retention of the substandard features.

The criteria for substandard features will be those standards contained in the latest NYSDOT and AASHTO publications.

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

3.9 IN-DEPTH INSPECTION REPORT AND FIELD SURVEY

The Engineer shall perform an in-depth field inspection in accordance with the NYSDOT Specification for In-Depth Bridge Inspection, including all current updates, revisions and technical advisories, and the current AASHTO manual for Maintenance and Inspection of Bridges.

Whenever the Engineer must inspect underdecks covered by protective materials / shielding, such as netting or planking, the protective materials / shielding shall be removed as required in order to properly inspect all components (connections, underdeck concrete, etc.). The Engineer shall locate and document (on a plan) materials retained by the protective materials / shielding. After completion of the inspection, the Engineer shall restore protective materials / shielding to its original location.

In addition, the Engineer will perform a field survey in accordance with Appendix F, Field Survey Requirements.

For structures having concrete encased members, the Engineer shall perform a concrete encasement removal program. The program shall be submitted to the Department for prior approval. The program submittal shall include a location plan (framing) and sections, and methods of removal. The Engineer shall be responsible to patch the uncovered areas after inspection is finalized in connection with concrete encasement removals.

3.9.1 UNDER-DECK INSPECTIONS

The Engineer shall be required to inspect and perform sounding for all concrete within the underside of each structure; this includes but is not limited to concrete decks, concrete encasement for structural steel members, reinforced concrete structural members, concrete fascia, jack arches (including brick), etc. By means of his inspection, the Engineer shall locate all hollow, delaminated, loose, and spalled areas.

The method of the Engineer's inspection shall include, but not be limited to the following:

The Engineer shall perform a hands-on inspection including sounding all concrete areas, regardless of their apparent condition.

During the Engineer's inspection, all underdeck areas that present the possibility of falling concrete shall be identified. These areas shall include, but not be limited to hollow, delaminated, loose, and spalled areas. The Engineer shall outline the subject deficient areas with spray paint, completely and clearly defining the subject areas.

If the Engineer determines that removal of concrete is required, the Engineer shall immediately notify the NYCDOT Director of Flags and the NYCDOT Project Manager, and the Engineer shall make recommendations. The Engineer shall perform the design for the shoring, shielding or other related items as required.

Under-water Inspection is required for waterway/stream bridges; and culverts, as applicable.

The Engineer shall include the latest NYSDOT and/ or NYCDOT Underwater Inspection report in the BRPR, as well as any Underwater Inspections performed under this contract together with his evaluation/ recommendations.

3.9.2 FLAGGED CONDITIONS

If, during the course of the inspection, any unsafe and/ or flagged condition is found, which in the opinion of the Engineer, requires action (repairs, shoring, etc.), the NYCDOT Director of Flags and NYCDOT Project Manager shall be immediately informed (by telephone) followed up by written notification. For flagged conditions, the Engineer shall define the condition as per the latest NYSDOT flagging procedures. Written notification shall include drawings showing the location of the conditions and the recommended repair and / or shoring details and load ratings of the affected component(s).

3.10 LOAD RATINGS

The Engineer shall perform Level 1 load rating of all members of the structure (including sidewalks and piers) in accordance with the current NYSDOT Engineering Instructions for load ratings and the latest edition of AASHTO Condition Evaluation of Bridges.

The Engineer shall not rely or obtain information regarding member sizes and ratings from previous load rating calculations performed in the past by other parties.

Each member shall be rated for both As-Built and As-Inspected conditions. For each of these conditions, both an Inventory and Operating Rating of the member shall be made, using each of the following types of loadings in all cases: MS18, M18, type 3, type 3-S2 and type 3-3. All MS and M ratings shall include both the equivalent M and MS truck and the total load in Metric Tons. Pedestrian loading shall be used where applicable. See Appendix C for additional instructions regarding ratings.

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 the vehicular type should be re-rated using the Load Factor method.

The following are guideline requirements to the Engineer and indicate what is required, at a minimum; various structural spans and/or elements (i.e., stringers, floor-beams, columns, etc.) shall be addressed in a clear and orderly manner:

Discussion of the analysis; which includes:

- Allowable inventory and operating stresses (and material grade and type) used in the ratings; the source of the allowable stresses (i.e., original drawings; Condition Evaluation Manual; etc.).
- Analysis method used.
- Computer programs used.
- Assumptions used in the analysis (for example, use of composite action).

Discussion of results; which includes:

- A summary of controlling members and their ratings (as-built and as-inspected; inventory and operating); for low rated members specify whether shear or moment governed. Engineer shall prepare Level 1 Load Rating summary form as attached sheets.
- A summary of the results in a tabulated form as shown in "Load Rating Data As Built" and "Load Rating – As Inspected" as per attached load-rating data Table. A framing plan shall be provided with all members and spans identified. The framing plan shall show all lengths of members, stringer spacing, floor-beam spacing, etc.

Conclusions; which includes**:**

- Statements on: connections; the structure's redundancy; fracture critical members; etc.

Recommendations; which includes**:**

- Provide recommendations on what interim action is required for all low rated members (or statement justifying why no action is required). In addition:
- A framing plan (all members rating less than MS18 inv. shall be identified), provide member sizes.
- A diagram of the above referenced five vehicular loadings and MS23 loading.
- Load rating tables (see Appendix C for presentation format).
- Other pertinent information relating to the particular project.

The Engineer shall determine the existing (current) dead loads on the structure. The existing (current) dead loads shall be used in both the As- Built and as -Inspected ratings.

The Engineer shall notify the NYCDOT immediately (in advance of the draft BRPR) if any structural flags were warranted for component(s) which are rated very low; written notification shall include the Engineer's recommendations and appropriate justifications. The posting of the bridge as per NYSDOT EI 88-06 and shall establish weight limit for the bridge.

LEVEL 1 LOAD RATING SUMMARY SHEET

Region/County _____ BIN _____

Feature(s) Carried and Crossed _____

Date of field inspection upon which Level 1 rating is based _____

OVERALL BRIDGE RATINGS (BASED ON LOWEST RATED ELEMENTS):

Total number of rating units _____

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Individual Rating Unit Level 1 values: Rating unit span(s) _____

Main member ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Floor beam ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Stringer ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Certified by _____ Date _____

Quality Control Engineer Signature _____ Date _____

Agency or Company represented by certifyer _____

Notes:

- If connection ratings governs, record them under stringer rating for stringer - floor beam connections, floorbeam ratings for floorbeam - main member connections, etc.
- When Level 1 results indicate the need for load posting or other corrective action, the NYSDOT Regional Structures Engineer shall be notified immediately.
- Load ratings should be filed in the regional office within 60 days of completion of calculations.
- Bridge shall be flagged based on Level 1 results in accordance with the current NYSDOT flagging procedures.
- Bridge load posting closure etc. determinations shall be made as results are being produced

Sheet__of __

LEVEL 1 LOAD RATING CONTINUATION SHEET

Region/County _____ BIN _____

Date of field inspection upon which Level 1 rating is based _____

Individual Rating Unit Level 1 values:

Rating unit span(s)_____

Main member ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

Floor beam ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

Stringer ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

Individual Rating Unit Level 1 values:

Rating unit span(s)_____

Main member ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

Floor beam ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

Stringer ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

Sheet__of __

LEVEL 1 LOAD RATING SUMMARY SHEET

Region/County _____ BIN _____

Date of field inspection upon which Level 1 rating is based _____

Individual Rating Unit Level 1 values:

Rating unit span(s)_____

_____ **ratings**

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

_____ **ratings**

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

_____ **ratings**

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

Individual Rating Unit Level 1 values:

Rating unit span(s)_____

_____ **ratings**

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

_____ **ratings**

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

_____ **ratings**

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	M18 (MT)	M18 (MT)	MS18 (MT)	MS18 (MT)
Lowest rated element				

Analysis method _____ Comments _____

3.11 BRIDGE DECK EVALUATION REPORT

The Engineer shall perform a deck evaluation in accordance with the aforementioned In- Depth Inspection requirements, the NYSDOT Bridge Deck Evaluation Procedure Manual, and as noted in Appendix A.

3.12 SEISMIC ASSESSMENTS

The Engineer shall evaluate / analyze the bridges in compliance the latest seismic design criteria guidelines and standards of New York City Department of Transportation (NYCDOT), New York State Department of Transportation (NYSDOT), American Association of State Highway Transportation Officials (AASHTO) and Federal Highway Administration (FHWA). The following seismic analysis shall be performed based on the importance category of the bridges: The seismic assessment will be performed only for the alternative used for rehabilitation of bridge and used to develop preliminary plans. The seismic assessment shall be based on the geotechnical report and engineer shall not perform any analysis with assumed geotechnical data.

Draft BRPR, there should be a statement to the effect that the proposed alternative for reconstruction / rehabilitation can be designed to sustain seismic load during seismic event. The seismic analysis shall be performed as per the latest NYCDOT Seismic Design Criteria Guidelines.

In the final BRPR the following items should be included for the design of selected bridge structure alternate.

3.12.1 CRITICAL BRIDGES

The evaluation / analysis shall be included but not limited to:

a) Time history of rock motions per latest NYCDOT Seismic Design Criteria Guidelines.

b) All the three (3) direction ground motion shall be considered

c) Performance Criteria and Seismic Hazard Level for design and evaluation of bridges per latest NYCDOT Seismic Design Criteria Guidelines.

d) Multimode Spectral Analysis.

e) Site-Specific Soil Effects.

f) Soil-Structure Interaction.

3.12.2 ESSENTIAL OR OTHERS BRIDGES

The evaluation / analysis shall be included but not limited to:

a) All the three (3) directions of ground motions shall be considered.

b) Performance Criteria and Seismic Hazard Level for design and evaluation of all bridges excluding single span bridges and tunnel as per latest NYC DOT Seismic Design Criteria Guidelines.

c) Soil acceleration response spectra per NYCDOT Seismic Design Criteria Guidelines except soil Class F.

d) For soil Class F, if present site-specific analyses shall be performed.

e) Multi-Mode spectral analysis for multi-span bridges of any type.

3.12.3 EXISTING BRIDGES

If the alternative under consideration is for the rehabilitation / replacement requires retention of existing components, Engineer shall provide alternatives to retrofit the existing components / members to meet the seismic requirements. The analysis shall be governed by the importance category of the bridges (i.e., Critical; Essential; Others) per NYCDOT Seismic Design Criteria Guidelines including but not limited to the following features:

a) All the three (3) directions of ground motions shall be considered.

b) Calculating the capacity (C) / Demand (D) ratios for each of the potential modes of failure for all the critical components as specified in to establish the vulnerability of bridges during seismic event. In general, the components for which seismic capacity/demand ratios should be calculated for the following items: expansion joints and bearings, support length, lateral load capacity, deck joints, and abutments.

c) Pushover analysis for each bent / pier to establish their ultimate capacities.

d) Provide seismic protective systems to reduce seismic demand and eliminate all vulnerabilities identified, if feasible.

e) Strength structural details, if required, to ensure that there are no premature failures of bridge components.

f) Retrofit foundation / footing, if required.

Engineer shall identify all the bridge components with deficiencies and their effects on the integrity of bridge system.

Engineer shall present seismic retrofitting plans and cost estimate for the Division review and approval.

3.12.4 NEW BRIDGES

If the alternative under consideration for the replacement of existing bridges, the analysis shall be governed by the importance category of the bridges (i.e., Critical; Essential;

Others) per all the requirements of latest NYCDOT Seismic Design Criteria Guidelines including but not limited to the following features:

a) All the three (3) directions of ground motions shall be considered.

b) Install seismic protective system to reduce seismic demand, if feasible.

c) Provide adequate displacement and ductility capacity for bridge system to ensure complying with seismic performance criteria.

d) Attention to detailing, especially in regard to the potential plastic hinge zones, location of splices in rebar's, and the requirement of the hooks of rebar's.

e) Set bridge components' shear strength higher than flexural strength to ensure there will be no brittle or sudden bridge failure.

f) Design foundation / footing conservatively to avoid costly future retrofitting.

3.13 UTILITIES

The designer needs to be aware of the responsibilities of the utilities and rules governing the placement of utilities on bridges. In this regard, the designer shall comply with the requirements of Utilities Section 7 of NYSDOT Bridge Manual. In addition, specific NYCDOT requirement of utilities on the proposed bridge reconstruction includes, but not limited to the following:

1. All existing as well proposed utilities shall be accurately located on the bridge plans.

2. Existing as well as proposed utilities will be relocated in bays between longitudinal members under sidewalks.

3. In situation when all utilities and their appurtenances can not be located or fit under the sidewalk, a request for waiver with justification will be required to be made to and approved by the Deputy Chief Engineer in final design.

4. Utilities will be supported or suspended by separate or independent support system attached to the main longitudinal members of the bridge and not to or thru the slab.

5. Utilities will not be supported on diaphragms and will not be embedded in any structural concrete.

6. Adequate horizontal and vertical clearances for inspection and maintenance will be maintained between utilities and structural components.

7. Utilities (and all supports) must be 1 ½" (38mm) above the bottom of superstructure and 1" (25mm) below the bottom of the deck of the superstructure.

8. All private utility work will be excluded from the DOT contracts and will be performed in accordance with the provision of Section 'U' to be incorporated in the contract document.

9. Utility manholes or valve boxes will not be located on the bridge structure, or attached to the railings and barriers (except electrical lines and boxes for street lighting) and manholes & chambers required for utilities shall be located beyond the approach slab.

10. All costs for and associated with all private utility work will be borne by the owning private utility companies.

11. The designer should note that sizes and numbers of utilities to be accommodated on the bridge may impact proposed alternates for bridge reconstruction as well as alternate to be recommended. For example, when large numbers of utilities are to be located under the bridge, superstructure with box beams is less suitable design. Hence, the designer shall review and address requirements of utilities to be installed on the bridge very carefully in design at the BRPR stage.

3.14 AESTHETICS:

The BRPR shall meet all applicable requirements described in NYSDOT Bridge Manual, latest Edition, and Section 23 – Aesthetics. In addition specific NYCDOT requirements for aesthetics / architectural purpose on the proposed bridge reconstruction includes, but not limited to the following:

The Engineer shall consider various architectural aspects of the project regarding surroundings, overall aesthetics, appropriate detailing for good appearance and functionality, selection of materials, means and methods, composition, proportion, harmony, size, color, texture, pattern, ornamentation, surface treatment and all related architectural considerations for maximizing appearance, visual integrity and impact, functional needs and minimum maintenance. The engineer shall retain a professional Architect experienced in bridge aesthetics to design and implement all applicable architectural aspects. The project specifics will be described in case-by-case basis for each individual project. Any specific suggested scheme by the NYCDOT/ Bridges Architect shall be included in the BRPR as part of the Engineer's Alternates.

3.15 PLANS, ELEVATIONS, AND SECTIONS

The Engineer shall prepare plans, elevations, and sections of the existing and proposed highway, bridge and bridge approaches (wherein all utilities shall be shown). The plans and cross sections shall all be to scale.

3.16 LAND USE ASSESSMENT

The Engineer shall make a determination as to whether temporary and/or permanent easements and/ or acquisitions and/or a Uniform Land Use Review Procedure (ULURP) process is required for bridge construction (including staging and access) and maintenance purposes. The Engineer shall perform, but not limited to, the following tasks:

- Collect, research, and review of all pertinent data.
- Obtain supplemental survey data, as required.
- Perform last owner title searches; Title Examinations and Reports for publicly owned parcels: a section 4f evaluation; agency management and jurisdiction.
- Preparation of Right of Way (R.O.W.) Plan.
- Engineer shall obtain and review such documents as, Final Section Maps, Land Use Maps, Tax Maps, Street Status Reports, Sanborn Maps, Deeds, existing Alteration Maps, property descriptions, records of survey monuments, etc., from the respective Borough President' Office and/or Department of Finance, etc.

3.16.1 PREPARATION OF RIGHT OF WAY (R.O.W.) PLAN

The ROW Plan shall be amended to incorporate all Preliminary/Final Design Plan modifications. The Engineer shall perform, but not limited to, the following tasks:

- Clearly delineate project limits.
- Clearly delineate legally adopted street lines (as documented on final section and/or the latest alteration maps).
- Show correct location of the existing property lines and highway boundaries positioned accurately to a degree in keeping with the map scale.
- Identify existing topography, property lines, monuments, and baselines shall be tied to the bridge elements. In addition, distance(s) from centerline of existing (and proposed) bridge to property lines. All survey base lines shall be presented with their respective bearings.
- Provide Section, Block and Lot Numbers of each and every parcel that is contiguous to, and/or contained within, the Project Limits. The information is

found in the respective Borough President's office (on the latest "Layout Map"). The total acreage for each individual parcel.

- Identify property owners' names. The current owner of each parcel must be identified, by research in the New York City Department of Real Estate (Tax Office).

- Delineate occupancy of each parcel, which is contiguous to the project, must be identified, by field research, regardless of whether the occupant is the owner or not.

- Identify abutting Park Lands

- Identify existing easements and rights of way must be clearly depicted.

- Identify all means of access to the property shall be shown.

- Identify temporary easements required for reconstruction (clearly depict with all dimensions; indicate total acreage).

- Identify "record", and "adopted" line information on drawing.

3.16.2 PREPARATION OF ULURP PLANS (AREA, ALTERATION, DAMAGE AND ACQUISITION MAPS)

The Engineer shall determine the need for ULURP Drawings due to the change of existing legal grade elevations, property acquisitions, permanent easements, or temporary construction easements, etc. The Area Map, Alteration Map, and Damage & Acquisition Map (if deemed necessary) shall be developed to incorporate all Preliminary/Final Design Plan modifications. The Engineer shall perform, but not limited to, the following tasks:

- The Engineer shall be prepared to discuss project, access, relocation, environmental, and land use related issues.

- Develop Preliminary, and Final Area Map, Alteration Map, and Damage & Acquisition Map(s).

- Revise the Area Map, Alteration Map, and Damage & Acquisition Map(s), as per comments received from other city agencies.

- Adhere to & follow "City Planning Rules of Procedures", dated 2001 (or latest addition), for preparation of maps.

- Adhere to the requirements and procedures as outlined in the Uniform Land Use Procedures (ULURP, November 1998).

- Adhere to the requirements and procedures as outlined in the City Environmental Quality Review (CEQR, June 1991).

- Develop a final written "Metes & Bounds" description for streets to be discontinued and closed, any areas being ceded to the city, and for any easements or corridors proposed to be delineated on the Alteration Plan.

3.16.3 PREPARATION OF ULURP APPLICATION

The Engineer shall obtain and complete a ULURP Application Form from the Department of City Planning. The Engineer shall perform, but not limited to, the following tasks:

- The Engineer shall prepare the ULURP Application for filing purposes with the Department of City Planning.

- The Engineer shall prepare Notification Letters to all adjacent property owners.

- The Engineer shall make all necessary copies of ULURP drawings, letters, etc., for ULURP Application mass mailing submission.

- The Borough President Office charge fee for reviewing application. This fee should be added to the ULURP fee.

3.16.4 FIELD VISITS, PUBLIC MEETINGS, PRESENTATIONS, PUBLIC HEARINGS, ETC.

The Engineer shall include in the Scope of Work all anticipated field visits, meetings with Public Agencies, and Public Hearings for ULURP/ Damage & Acquisition approvals, as required for the Preliminary/Final Design Plan modifications. The Engineer shall perform, but not limited to, the following tasks:

- Visit various city agencies to obtain data, develop ULURP Plans, and Damage & Acquisition plans, as deemed necessary.

- Meet with various city agencies, including Borough President's Topographical Bureau, Department of City Planning, Community Boards, Department of Citywide Administrative Services, Engineering Review – Land Use Planning Unit, etc., from the ULURP pre-application approvals to the completion of ULURP application certification, as deemed necessary.

- Prepare & distribute handouts, attend, and/or make presentation(s) to various city agencies, as deemed necessary.

To perform above described tasks 3.16, 3.16.1, 3.16.2, and 3.16.3 may require specialist or special services, as needed.

3.17 RECOMMENDATIONS, ESTIMATES, AND CONCLUSIONS

The Engineer shall provide a detailed description of each rehabilitation and replacement alternative provided, including an itemized cost estimate (wherein all major work is to be itemized).

The Engineer shall provide six (6) feasible alternatives for the reconstruction/ replacement of the bridge.

The alternatives shall be based on geometric that eliminate the existing substandard features and to mitigate current NYCDOT Seismic NYCDOT Design Criteria.

Each alternative shall be discussed in detail for:

- Construction feasibility and anticipated construction problems
- Advantages
- Disadvantages
- Load capacity (MS18; MS23)
- Design criteria: If the allowable stress method (working stress) is found to be not feasible, the Engineer shall provide documentation herein (this requirement applies to the design of new bridge decks, as well).
- Hydraulic adequacy
- Redundancy, fatigue sensitive details
- Removal and disposal of hazardous materials
- Future maintenance
- Utilities and their impact on design and MPT, if any.
- Conformance to AASHTO, NYSDOT, NYCDOT and FHWA Seismic requirements and as specified herein. A justification shall be included if the alternative does not conform to these requirements. A detailed calculation is not required for all alternatives at this stage.
- Proposed treatment of substandard features: list of substandard features recommended for retention (or merely improved) with justification. Accident data shall be included as part of the justification where applicable.
- Maintenance and protection of traffic plan (staging and duration)

- Land: indicate whether or not any temporary and/or permanent easements and/or land acquisitions will be required. Provide the associated cost of any required easement or acquisition.

- Environmental; community; permit issues; appearance.

- Include provision to access by pedestrians to privately owned property affected by the construction activities, if applicable.

- Cost

- Other (as required)

Each alternative write-up shall also include the following:

- Itemized cost estimate.

- Cost per square foot of deck area.

- Plans and sections.

The following six alternatives shall be considered by the Engineer as an initial guide in evaluating the possible rehabilitation / replacement alternatives:

1) Concrete overlay on existing deck in conjunction with the rehabilitation of the existing superstructure and substructure.

2) Replacement of existing deck in conjunction with the rehabilitation of the existing superstructure and substructure.

3) Replacement of the existing deck and superstructure with a new steel superstructure, in conjunction with the rehabilitation of the existing substructure.

4) Replacement of existing deck and superstructure with a pre-stressed concrete superstructure, in conjunction with the rehabilitation of the existing substructure.

5) Replacement of the entire structure (including substructures) using steel superstructure.

6) Replacement of entire structure (including substructure) using pre-stressed concrete superstructure.

Any substructure elements remaining in selected alternative(s) must satisfy seismic criteria or provide justification for retaining such an element(s).

The Engineer shall possess high degree of sensitivity to the hardship of traveling public and community impacted by the extensive duration of construction, the use of prefabricated components and / or other innovative plans to shorten the construction

duration are additional factors to be included to the above-mentioned six alternatives considered.

The above mentioned six alternatives are for the purpose of cost proposal only. The actual alternatives shall be determined by the Engineer during development of BRPR. Selection of alternatives are to be based on the size of bridge (span length, width, height, etc.), features carried, features crossed, type and volume of traffic supported, location, and any other pertinent factor. The Division may suggest other more appropriate and feasible alternative. These may add up to a total of six (6) alternatives. The engineer will look into it, check if it will be in compliance with all applicable standards, and then include this as a part of the alternatives package for the BRPR at no additional cost. The Engineer shall state that all proposed alternatives are suitable and feasible, and they comply with all applicable standards. The Division will review all alternatives including the Engineer's recommendation, and will make the final selection of an alternative.

The Engineer shall investigate the feasibility as well as the desirability of providing for an Inspection platform/walkway on the reconstructed bridge. The Engineer shall present his findings and recommendations herein.

3.18 ORIGINAL COLOR PHOTOS

The following photos are to be taken and included in the BRPR, at a minimum:

- Both elevation views of the entire structure and facility being scanned.
- Views taken from each approach looking toward the structure, and taken from the structure looking towards both approaches.
- Representative conditions of the bridge elements (and approaches) found during the Engineer's In-Depth Inspection.
- Each type of problem observed in the field (deteriorated and/ or low rated). Enough photos shall be included.
- All specialized inspection operations, such as concrete encasement removal, underwater inspections, etc.

Photo location plans (showing where each photo was taken) shall be contained in the appropriate BRPR sections.

Photos contained in the draft BRPR and final BRPR submissions must be original developed prints. Color photocopies shall be accepted by the Department, with appropriate size and good quality color photos. In addition to that consultant will submit photos in an electronic format along with the report.

3.19 VIDEO TAPE

The Engineer shall prepare a color videotape (cassette) or DVD of the bridge structure and approaches inspected during the In-Depth Inspection.

The video/ DVD shall contain views of the approaches, adjacent properties, both bridge elevations, the bridge itself from both approaches; document representative conditions of the bridge elements (and approaches); deteriorated and/or low rated elements; all flagged conditions; any unusual conditions; all specialized inspection operations; etc.

The use of the videotape / DVD does not replace any part of the normal in-depth inspection procedures. To ensure that recording of all required views are done properly the video / DVD camera operator shall be a trained professional and shall work under the supervision and direction of the Team Leader responsible for the Inspection. The intent of all scenes in the video / DVD should be clearly narrated. The narration should be audible and understandable. Noise and other disturbances due to traffic or any other activity at the site of bridge during inspection should be completely eliminated. This can be easily attained by dubbing the video / DVD afterwards in a studio.

There shall be a separate videocassette / DVD for each bridge. The bridge should be identified by its description, BIN and date at the beginning of the recording (by visual and audio message). If the video / DVD recording for a bridge takes more than one cassette / DVD, each cassette / DVD should have the audio and visual message identifying the bridge.

Video / DVD taping of underwater structures shall be performed in accordance with the criteria set forth by the NYSDOT Specification of In-Depth Bridge Inspection and specifications for diving inspection of bridges.

The video recording should use a VHS format, video camera at "SP" speed on a VHS type video cassette of professional quality and all video photography shall be properly illuminated to ensure quality viewing on the VHS monitor. The dark areas of the bridge shall be illuminated with either floodlights or with an appropriate lighting device attached to the video camera.

The Engineer shall submit one copy of the dubbed videocassette / DVD for approval with the draft BRPR. The cassettes / DVD shall be properly labeled (top and sides).

Videocassettes / DVD that do not meet the requirements set forth will be rejected. The Engineer will then be required to re-tape the video at no cost to the City.

4.0. DRAFT BRPR

The Engineer shall submit four (4) drafts BRPR's to the City, together with the videotapes and survey plans. The draft BRPR's shall be submitted to the full extent of completeness required of the BRPR. The Department will coordinate all comments and forward them to the Engineer. A set of plans of the existing bridge shall be submitted to the Department.

The Engineer shall submit report in a suitable folder / binder. The report thickness more than two inches, it is recommended to submit in separate volumes. Submit load rating calculations, seismic design calculations, Geotechnical report in a separate volume / folder or include them as an Appendix to the BRPR for complete documentation and review.

All design calculations shall be prepared with references to code allowable, paginated and properly checked (including computer input), dated and shall include the names/initials of the preparer and checker. If the design calculations are submitted separately from the BRPR, submit two (2) copies of such calculations or as directed by the Department.

5.0 FINAL BRPR

The Engineer shall incorporate all comments made by the Department into the Final BRPR. All Departmental comments shall be addressed by the Engineer and the Engineer shall provide a written response stating that either the comments was addressed or that the comments was not incorporated based upon a proper justification.

The Engineer shall submit four (4) copies of the final BRPR to the Department. In conjunction with the submission of the Final Documents, the Engineer shall also submit four (4) copies of the final BRPR to the New York City Department of Records and Information Services, Acquisitions Unit.

The Engineer shall submit Report in a suitable folder / binder. The report thickness more than two inches, it is recommended to submit in separate volumes. Submit load rating calculations, seismic design calculations, Geotechnical report in a separate volume / folder.

All design calculations shall be prepared with references to code allowable, paginated and properly checked (including computer input), dated and shall include the names/initials of the preparer and checker. If the design calculations are submitted separately from the BRPR, submit two (2) copies of such calculations or as directed by the Department.

In addition to that the Engineer shall submit final report in an electronic format, in a DVD Rom.

6.0 PRELIMINARY PLANS

The Engineer shall prepare the Preliminary Plans based on the approved rehabilitation / replacement alternative, as selected by the Department. The Department will make the final decision for the alternative. The selected alternative either from the Engineer's recommended alternative or selected alternative by the Department which may not necessarily be contained in the Engineer's draft BRPR.

The Preliminary Plans shall be prepared in accordance with the current NYSDOT Standard Details for Highway Bridges, Bridge Design Data Sheets and Guideline Drawings and all other appropriate documents referenced in the Contract.

The Preliminary Plans shall show basic concepts and major details (including all existing and proposed utilities, and seismic retrofitting), inform affected parties with the project and project components, serves as an instrument for initial approval by affected parties, and serves as a basis for the development of the Final Contract Bid Documents for reconstruction or replacement. The Preliminary Plans shall be developed to a degree of sufficiency in order to insure that there are no significant changes during the final design phase.

Engineer shall include and identify affected private / public properties adjacent to bridge or in the vicinity of bridge, within project limits, which will require provisions of special access during the construction phase.

The set of Preliminary Plans shall clearly show the scope of work and shall include the following, at a minimum:

- Itemized scope of work write-up.
- Existing general plan, bridge cross-section, elevation
- Proposed general plan, cross sections (bridge and approach slab), elevation.
- Profiles: existing and proposed: grades, legal grades, vertical curve data, SSD, design speed, scupper, catch basins; stationing, etc.
- Framing plans (existing and proposed).
- Highway sections (existing and proposed).
- Substructure: abutments, wing-walls/ retaining walls, piers, elevations and cross sections (show foundations), boring location and boring logs.
- Structural details.
- Utilities: Large-scale full or partial cross sections showing dimensions between utilities and structural members (existing and proposed). The method of maintenance of existing utilities shall be defined as applicable.

- Maintenance and Protection of Traffic (MPT) Plan.
- R.O.W. Plan.
- Itemized cost estimate (on separate 216 mm x 279 mm sheets).
- General notes

A Title sheet and signage are not required. Separate utility plans may or may not be required depending on the clarity of the general plans.

See Appendix E for the NYCDOT Preliminary Plan Review Check List, which further indicates what as a minimum is expected to be shown on the Preliminary Plans. The Preliminary Plans shall be prepared as per the Department's standards for drafting/ microfilming.

The Engineer shall submit four (4) sets of the draft Preliminary Plans to the Department for review. Upon incorporation of all comments from the Department, the Engineer shall submit four (4) sets of final Preliminary Plans to the Department for approval. In addition to hard copy the Engineer shall submit final plans prepared in Auto CAAD or other software an electronic format for Department use and record. Use scale as per NYSDOT Bridge Manual for plans preparation.

7.0 PRELIMINARY PLAN - AGENCY REVIEW MEETING

The Engineer shall transmit the Preliminary Plans to affected agencies and parties for their review and comment. An All Agency meeting to take place after submission of final preliminary plans and separate OCMC meeting will subsequently be held to receive their comments. All comments as approved by the Department shall be incorporated.

8.0 SUBMISSION TO THE RAILROAD

For all projects involving a railroad, the Engineer shall obtain the force account for labor, entry and other permits, necessary insurance (such as professional, liability, etc.), and arrange for entry as necessary upon railroad property in connection with his inspection. The Engineer will communicate directly with the railroad during the development of the BRPR and the Preliminary Plans. Copies of all correspondence and the minutes of any meeting between the Engineer and the railroad shall be forwarded to the NYCDOT.

The following is a listing of the **Appendices** referenced herein:

Appendix A:	BRPR Format and Requirements
Appendix B:	Substandard Features Check List
Appendix C:	Presentation of Ratings
Appendix D:	In-Depth Inspection Form and Bridge

Inspection and Condition Report

Appendix E: Preliminary Plan Review Checklist

Appendix F: Field Survey Requirements

APPENDIX - A

BRPR FORMAT AND REQUIREMENTS

The following requirements supplement those specified in the Engineer's Agreement (i.e., contract) and the Procedure for Bridge Reconstruction Projects.

All pages of the report shall be numbered.

All sections of the report shall be divided with plastic tabs

1. Transmittal Memo

2. Title Sheet

3. Table of Contents

   a. - Location Plan (obtained from City Planning Maps)

   b. - Large Scale Plan (showing the project limits and the immediate Surrounding area).

   c. - Photo Location Plan

   d. - General Photos (6)

   e. - List of Figures

   f. - List of Tables

1 Introduction

2 Traffic Study

3 Substandard Features

4 Ratings

5 Inspection

6 Seismic Assessment

7 Statements

8 Recommendation and Estimates

9 Maintenance of Traffic

10 Geo-technical Foundation Report

1.0 INTRODUCTION

1.1 ENGINEERING AGREEMENT

Provide a brief summary**.**

1.2 HISTORY OF BRIDGE

In addition, to historical significance, provide the year originally built and year/description of any subsequent rehabilitation, major repair, or resurfacing.

1.3 PLAN VIEWS OF BRIDGE AND APPROACHES; CROSS-SECTION, ELEVATION

The following shall be included:

- Identify begin and end abutments, center line of piers
- Span length(s)
- Skew
- Fascia to fascia width
- Curb to curb width
- Number and width of all parking and travel lanes; direction of Traffic
- Clearance between edge of lane and curb
- Sidewalk widths
- Widths of all medians and shoulders
- Utilities: show size / Location / Ownership
- Stationing
- Minimum clearances (horizontal and vertical)

1.4 DESCRIPTION OF BRIDGE AND APPROACHES

The following shall be included and presented in an orderly and complete manner; use appropriate sub headings:

- Number of spans, length and type of each span (simple, continuous, arch, etc.)

- Skew
- Type of deck (and depth)
- Type of wearing surface (and depth)
- Type of superstructure (primary members)
- Type of substructure: abutment; piers; wing-walls/retaining walls; foundations.
- Type of railing
- Utilities (size and ownership)

1.5 DESCRIPTION OF HIGHWAY BEYOND APPROACHES

Include all appropriate items from Section 1.4

2.0 TRAFFIC STUDY

The following items shall be discussed/ provided, at a minimum:

- Traffic counts (vehicular and pedestrian) and turning movements (provide a plan of movement data). Provide a minimum of five days of 24 hour vehicular counts (Monday through Friday) and three days of turning movements and pedestrian and bicycle counts (Tuesday through Thursday; 7 a.m. to 10 a.m. & 4 p.m. to 7 p.m.). Pedestrian traffic counts are required for all sidewalks, stairways and pedestrian ramps. Additional periods (hours) of pedestrian counts may be required if the project is located near a school.
- Type of Traffic: above and below the span, including all public and private buses.
- A.M. / P.M. peak periods (and traffic volumes).
- Percentage truck traffic.
- Average Daily Traffic (ADT).
- One way (and two ways) Design Hourly Volume (DHV)
- Projected traffic (as per New York Metropolitan Transportation Council data)
- Capacity/level of service: Existing and future traffic (vehicular and pedestrian).
- Widening: Address if required and if feasible.

- Highway classification.
- Design speed, legal speed (indicate if posted).
- Traffic Controls/ geometry: address any effecting signals/ signs/ intersections/alignment; indicate proposed improvements.
- Indicate whether residential or commercial.
- Indicate all hospitals, schools, police and fire departments within the vicinity of the bridge; provide a separate plan identifying all such facilities.
- Accident Report
- Bicycle Facilities Report
- Conclusions / Recommendations

3.0 SUBSTANDARD FEATURES

All Features in "The Substandard Feature Check List" (see Appendix B) shall be addressed. Justification write-up for each substandard feature which will be retained (or merely improved) shall be provided.

SSD (existing and proposed) shall be shown on a profile; the profile shall include stationing, curve data, elevations

4.0 RATINGS

4.1 Write-up of:

- Analysis
- Results
- Conclusions
- Recommendations

Various structural spans and/ or elements shall be addressed in a clear and orderly manner. Use appropriate sub headings.

4.2 Submit the followings:

- Diagrams of vehicular loadings.
- Framing Plan, identify all members rating less than MS18 inventory as inspected.

- Photos of members which rate low due to deterioration.

4.3 As- Built and As-Inspected Inventory and Operating Ratings for All members (see Appendix C for required format).

5.0 INSPECTION

5.1 EQUIPMENT:

Listing of equipment used for inspection

5.2 IN-DEPTH INSPECTION FORM:

The In-Depth Inspection form shall be completed. See Appendix D.

5.3 BIENNIAL INSPECTION FORM & BRIDGE INSPECTION AND CONDITION REPORT.

Biennial Inspection Form, Bridge Inspection and Condition Report as per latest NYSDOT and as per Appendix D.

5.4 DECK EVALUATION

As per latest NYSDOT Bridge Deck Evaluation Procedure Manual for additional requirements.

The following shall be presented for all spans in a clear and orderly manner; use appropriate sub headings.

- **DECK DESCRIPTION:**

  Provide detailed description; type; material and depth (including wearing surface); indicate whether or not composite; etc.

- **FIELD INSPECTION:**

  Provide details of observations/ findings of the condition of the wearing surface and deck; including visual as well as results of soundings performed on the underside of the deck. Address whether or not the Engineer determined that concrete removal was required.

- **CORING PROGRAM**:

  Present a summary of the program and results. The Engineer shall take 65% to 70% of concrete samples from the roadway surface. The Engineers prepare coring plans with all proposed locations and submit to the Department for review comments.

- **DECK DRAINAGE:**

As per NYSDOT Bridge Manual and BD sheets and NYCDEP Standards.

- **DECK ELEMENTS**:

  Address sidewalks, curbs, medians, and railings/ parapets.

- **RECOMMENDATION:**

  As to repair or replacement of deck.

- Typical Cross-Sections of existing Bridge.

- Plan of existing Bridge with all deck **surface deterioration** shown. All core holes shall be located on this plan.

- Plan of existing bridge with all **under deck deterioration**; cracks; efflorescence; spalls; hollow areas, etc. An estimate of the area of the deck having unsound concrete, as a percentage of the total deck area shall be provided.

- Original photographs and an electronic format deck surface and under deck documenting typical deterioration. Indicate all location and direction of all photos to be shown in Plan.

- Test results under field conditions provide quantitative values of the test results for Concrete Cores and Freeze Thaw tests. The Engineer shall submit copy of Core Tests Results; photographs and description of cores.

Note: Regardless of whether or not cores are required to be taken; none of the other above steps shall be omitted.

5.5 SUPERSTRUCTURE EVALUATION

The following shall be presented for all spans and elements. Various structural spans and elements shall be addressed in a clear and orderly manner. Use appropriate sub headings.

- **STRUCTURAL ELEMENT DESCRIPTION(S)**
  (primary and secondary):

  Provide detailed description of type of all **members**; all **connections**; all **joints**; all **bearings**; fracture critical members; fatigue sensitive details; etc.

- **FIELD INSPECTION:**

  Discuss the observations/ findings of all the elements. Summarize the **typical conditions and deterioration** found; address all **unique conditions** as well as the **most extensive** deterioration found. Describe

the following: **all specialized inspection operations (**such as concrete encasement removal; steel sampling. etc.); existing **shoring** and/ or repairs, conditions **flagged** during the inspection.

- **<u>RECOMMENDATIONS</u>:**

  Engineer shall make recommendations to rehabilitate or replace the superstructure elements.

- **<u>FRAMING PLAN:</u>**

  A **framing plan** shall be included with all members requiring repair noted on the framing plan with key symbols indicating the type of repair required and the extent of deterioration.

  Symbols shall be as follows:

  T - Top Flange

  W - Web

  B - Bottom Flange

  a. Normal corrosion up to 10%

  b. Significant corrosion up to 20%

  c. Severe corrosion up to 30%

  d. Extreme corrosion up to 50%

  e. Heavy Loss over 50%

Extent of corrosion along the length of beam shall be noted in meters.

Top flange with severe corrosion for 3 m shall be noted as (Tc3).

All members to be replaced shall be shown on the framing plan.

The extent of deterioration shall be indicated on the members to replace, as well, using the previously noted symbols.

Show all existing shoring and repairs on the plan.

- Original color photos showing representative conditions and types of deterioration. Location and direction of all photos to be shown on the framing plan.

5.6 SUBSTRUCTURE EVALUATION

The following shall be presented for all spans and elements (includes piers, abutments, wing-walls, retaining walls; and their respective foundations). Various structural spans and elements shall be addressed in a clear and orderly manner. Use appropriate sub headings.

- **STRUCTURAL ELEMENT DESCRIPTION(S):**

  Provide detailed descriptions of type of all elements and their **foundations**.

- **FIELD INSPECTION:**

  Detailed description of the substructure evaluation methods used; discuss the observations/ findings of all the elements. Summarize the **typical conditions and deterioration** found; address all **unique conditions** as well as the **most extensive** deterioration found. Describe the following: **all specialized inspection operations**; existing **shoring** and/ or repairs, conditions **flagged** during the inspection.

- **TILTING, SETTLEMENT AND OTHER DEFECTS:**

  Provide a statement that the elements were checked for **tilting, settlement** and **other defects** (erosion, scour, etc.) that would signal foundation problems; and indicate what was found. If some are found, analysis shall be performed to evaluate the effect of the deficiencies on the performance of the bridge structure, which may include the review of existing data related to soils and foundations. Methods or alternatives to repair the deficiencies during the reconstruction shall be outlined.

- **RECOMMENDATIONS:**

  To replace or rehabilitate substructure units. Indicate whether or not the recommendations will have any effects (possible undermining, etc.) on adjacent structures; discuss the effects, as applicable.

- **ELEVATIONS AND CROSS SECTIONS:**

  Elevations and Cross Sections of each and every substructure element (piers, abutments, wing-walls, retaining walls). Clearly show (or note) the respective foundations. On each elevation view show all deterioration, including the results of concrete sounding. For concrete elements, provide an estimate of the area of the applicable element having unsound concrete as a percentage of the applicable element's total area.

- **PHOTOS:**

  Original colored **photos** of all substructure elements showing representative conditions and types of deterioration. Location of each photo to be shown on the appropriate elevation view or plan.

5.7 UNDERWATER INSPECTION

5.8 HYDRAULIC REPORT

5.9 FENDERING SYSTEM

6.0 SEISMIC ASSESSMENTS

Draft BRPR, there should be a statement to the effect that the proposed alternative for rehabilitation can be designed to sustain seismic load during seismic event. The Engineer shall performed seismic analysis for selected design scheme only. If retaining existing elements and / or structural members that do not meet seismic criteria then provide types of seismic retrofit alternatives. The seismic analysis shall be performed as per the latest NYCDOT Seismic Design Criteria Guidelines.

In the final BRPR the following items should be included for the design of selected bridge structure alternate.

The Engineer shall determine vulnerability of the bridge per latest NYCDOT Seismic Design Criteria Guidelines and provide write up of:

- Method and procedure for study and analysis:

  Rock acceleration, soil profile, analysis method, modeling of structure, name of computer program.

  Calculate Capacity (C)/ Demand (D) ratios for all the critical components. The required C / D ratios are also applicable to all the simple span bridges.

- Conclusions and Discussion

  Identify vulnerable components of the bridge, and provide retrofit schemes to improve the seismic response of the bridge to an acceptable level.

- Recommendations and Cost Estimates.

The Engineer shall perform seismic analysis for selected design alternative only. If existing elements and / or structural members which do not meet seismic

criteria are retained in the selected design alternative, the Engineer shall provide seismic retrofitting for these retained elements with a recommendation. If any structural components which do not meet the seismic criteria are maintained, the Engineer shall make formal request for waiver.

7.0 STATEMENTS

- Planning Statements:

  NYCDOT Bureau of Bridges; NYCDOT Bureau of Highways; NYSDOT (Regional Director); utility companies (public and private)

- Hazardous Materials

- Determination of Permits

- Historical Significance (including Landmark status)

- Land Use Assessment (and R. O. W. Plan)

8.0 RECOMMENDATIONS AND ESTIMATES

Use appropriate sub headings.

8.1 SUMMARY OF ALTERNATIVES

8.2 ALTERNATIVES

For each of the proposed six alternatives provide:

- Detailed write-up as specified in the "Procedures for Bridge Reconstruction Projects"

- Cost Estimate for all associated work (itemize all major work).

- Plan and cross-section

8.3 RECOMMENDATION:

The Engineer shall recommend an alternative and provide appropriate justification.

9.0 MAINTENANCE OF TRAFFIC (MPT):

The Engineer shall prepare MPT scheme as described below:

9.1 MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) METHODS

Presentation of the maintenance and protection of traffic methods investigated by the Engineer (description; discussion of advantages and disadvantages, cost estimate, duration, sketches). The following methods are to be addressed (at a minimum):

1. Full Bridge Closure to Vehicular (and Pedestrian) Traffic.
2. Least Impact to the Traveling Public (Vehicular and Pedestrian).
3. Least Impact to the Surrounding Community.

9.2 PROPOSED MAINTENANCE OF TRAFFIC (MPT) SCHEME

1. The following items are required for **each stage** of the proposed maintenance of traffic scheme:

- A plan showing the bridge, the approaches and highway beyond the approaches.
- Cross-sections through the bridge (and approaches if appropriate).
- Each plan and section shall show the number and width of available traffic lanes; proposed utility installation consistent with staging lanes, transitions, work zone limits, distances to all existing and proposed, temporary and permanent: lane lines, curb lines, barriers, demolition cut lines, and reconstructed limits (transverse and longitudinal).

  Engineer shall review and propose if temporary pedestrian bridge is required when sidewalk way is closed to pedestrian traffic.
- Duration

2. Detour Plan(s)

9.3 CONSTRUCTION ACCESS

The proposed means of construction access shall be explained and shown on the plan.

10.0 GEO-TECHNICAL FOUNDATION REPORT: Submit Geo-Technical Report to the Department as discussed in Section 3.5.

11.0 GUIDELINE FOR REQUESTING WAIVER

The Engineer may request for waiver of any bridge design criteria and Division's various Guidelines (Substandard features, Utility connection, Seismic compliance, etc). Formal request for such waiver should be made to the Deputy Chief Engineer with proper justification and relevant documents for review. The waiver will be subject to approval of the Deputy Chief Engineer.

APPENDIX - B

SUBSTANDARD FEATURES CHECKLIST

B.I.N: _____

FEATURE CARRIED: _____

FEATURE CROSSED: _____

PROJECT DESCRIPTION: _____

PREPARED: _____ **BY DATE:** _____

	FEATURE	STANDARD	EXISTING	PROPOSED	ACTION *	REMARKS / REMARKS
1.	Lane Width					
2.	Parking Lane Width					
3.	Bridge Roadway Width Matches Approaches					
4.	Cross Slopes					
5.	Profile Slopes					
6.	Super-elevation					
7.	Curbs					
8.	Median					
9.	Horizontal Clearance to Obstructions					
10.	Shoulders					
11.	Guide Rails					
12.	Railing (structural capacity)					

*** Legend:** **E:** Eliminated **I:** Improved **N/A:** Not Applicable

R: Retained **C:** Conforms with or Exceeds Standards

APPENDIX - B

SUBSTANDARD FEATURES CHECKLIST

B.I.N: _____

FEATURE CARRIED: _____

FEATURE CROSSED: _____

PROJECT DESCRIPTION: _____

PREPARED: _____ **BY DATE:** _____

13.	Vertical Clearance under Bridge					
14.	Horizontal Clearance above Roadway					
15.	Vertical Clearance above Roadway					
16.	Stopping Sight Distance					
17.	Horizontal Sight Distance around Curve					
18.	Lighting Illumination Levels					
19.						
20.	Gore at Ramps					
21.	American Disabilities Act (ADA) Requirements					
22.	Sidewalk Width					
23.	Sidewalk Cross slopes					
24.	Pedestrian Ramps					

*** Legend:** **E:** Eliminated **I:** Improved **N/A:** Not Applicable
R: Retained **C:** Conforms with or Exceeds Standards

APPENDIX C

INSTRUCTIONS FOR PRESENTATION OF RATINGS IN B.R.P.R.

For each member, provide an Inventory and Operating Rating (Level 1) for both As-Built and As-Inspected conditions, using the following loadings:

MS18, M20, Type3, Type3-S2 Type3-3.

The Engineer shall refer to the AASHTO Manual for Condition Evaluation of Bridges for the loading conditions.

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

The ratings shall be presented as per the format on the attached sample sheet.

- Each span shall be numbered same as N.Y.S.D.O.T. Inspection Form (TP 349 & TP 350).
- All ratings shall be rounded to the nearest whole number.
- All MS & M ratings shall include both the equivalent M & MS truck and the total load in Metric Tons.
- The Engineer shall indicate, by means of appropriate notations on the forms that all connections have been rated.
- If the connection rates lower that the members to which it is connected to, the Engineer shall indicate on the forms the following:
    1. The connection rating.
    2. The ratings of the members to which it is connected.
    3. These connection locations shall be clearly identified on the forms.
- For low rated members, the Engineer shall indicate, by means of appropriate notations on the forms whether shear or bending moment controlled.
- The Engineer shall indicate, by means of appropriate notations on the forms, the rating method used (i.e., allowable stress or load factor).
- The Engineer shall provide ratings for the following members (minimally):

- All superstructure members (Note: a separate load rating of the concrete deck is not required).
- All piers (columns, cap beams, etc.)
- All abutments, wing-walls/retaining walls comprised of: timber; soldier beam systems (Note: a load rating of concrete abutments is not required.

The Engineer shall provide a framing plan with all members and spans identified. Abbreviated member designation shall be used on the rating form, coinciding with the framing plan. The framing plan shall show all lengths of members, stringer spacing, floor-beam spacing, etc.

APPENDIX D

B.I.N.: _____REGION: _____

DATE: _____COUNTY: _____

IN-DEPTH INSPECTION FORM

I. LOCATION

1. Route Carried: _____
2. Features Crossed: _____
3. Reference Marker Nearest Bridge Begins _____
4. Is Bridge on the Federal-Aid System: Yes _____ No _____

   If Yes, Federal-Aid Route No.: _____
5. Functional Classification: _____

II. BRIDGE DESCRIPTION

6. Basic Bridge Description: _____
7. Span Lengths: _____
8. Total Length: _____
9. Skew: _____
10. Curb-to-Curb-Width: _____
11. Sidewalk Width: Right _____ Left _____
12. Railing Type: _____Material: _____
13. Type of Wearing Surface: _____
14. Description of Utilities is on Bridge: _____
15. Is there any hazardous material (asbestos, lead paint) on the bridge and utilities:

    _____

III. GEOMETRICS AND TRAFFIC

16. Number of Traffic Lanes on Bridge: _____

17. Measured Super-elevation on Bridge: _____

19. Posted Load Limit on Bridge: _____ Metric Tons, or

As–Inspected Load Limit on Bridge: _____ Metric Tons

20. Legal Speed Limit on Bridge: _____ MPH / KMPH

Is the Legal Speed Limit Posted? _____

Design Speed on Bridge: _____ MPH / KMPH

21. AADT: _____ Date of Count: _____

% Truck Traffic: _____

22. Posted Vertical Clearance:

On Bridge _____ met or None

Under Bridge: _____ met or None

23. Field Measured Minimum Vertical Clearance on Bridge: _____ met

24. Sketch Showing Minimum Field Measured Vertical Clearance at Edge of Under Roadways and Within Under Roadways

25. Alignment on Bridge:

Horizontal: Tangent: _____ or Curved Data: _____

Vertical: Grade: _____ or Curved Data: _____

26. Width of Approach Pavement: _____

27. Width of Approach Shoulders: _____

28. Approach Alignment Within 100 m of Bridge Begins and Bridge Ends.

Bridge Begins Approach Alignment:

Horizontal: Tangent: _____ or Curved Data: _____

Vertical: Grade: _____ **or Curved Data:** _____

Bridge Ends Approach Alignment:

Horizontal: Tangent: _____ or Curved Data: _____

Vertical: Grade: _____ or Curved Data:_____

29. Date Built: _____

30. Original Contract No.: _____

31. Location of Original Contract Plans: _____As-Built_____

32. Contract No. of Subsequent Contracts: _____

33. Location of Subsequent Contract Plans: _____As-Built_____

V. BRIDGE RATINGS:

31. Original Design Live Loading: _____Unknown_____

LOAD RATING TABLE

AASHTO Truck Types	Inventory MT	Operating MT	Controlling Member(s)
MS18			
M18			
Type3			
Type 3S2			
Type 3-3			

32. Operating Rating:

- Fascia Stringer: _____
- Interior Stringer: _____
- End Floor Beam: _____
- Intermediate Floor Beam: _____
- Stringer Connection: _____

- Floor Beam Connection: _____
- Girder: _____
- Truss (Note critical member): _____

Computed by: _____ Checked By: _____

33. Inventory Rating: _____

Fascia Stringer: _____

Interior Stringer: _____

End Floor Beam: _____

Intermediate Floor Beam: _____

Stringer Connection: _____

Floor Beam Connection: _____

Girder: _____

Truss: _____

Computed By: _____ Checked By: _____

VI. PHOTOGRAPH SHOWING:

a. Appearance of Bridge from both approaches.

b. Appearance of upstream and downstream channels on water crossings.

c. Appearance of bridge in elevation.

d. Appearance of both approaches looking from bridge.

e. Problem Areas, utility installations.

VII. COMMENTS:

_____

_____

_____

_____

VIII. WATERWAY SUPPLEMENT:

For waterway, river/stream bridges and/or culverts, the Engineer shall complete the attached.

INSPECTED BY: _____DATE: _____

_____DATE: _____

_____DATE: _____

COMPLETED IN-DEPTH FILE REVIEWED BY: _____DATE:_____

VIII. WATERWAY SUPPLEMENT:

1. a. Span measured along center line of highway: _____

   b. Skew: _____

   c. Is the waterway area adequate during extreme high water? _____

   d. Has scour occurred? _____

2. Does erosion or deposition occur on bank or streambed or both? _____

3. Describe effects of erosion or deposition: _____

   _____

4. Does stream carry light, medium, or heavy ice: _____Debris:_____

   a. What problems have been created by ice?

      Blockage: _____ Scour_____ Structure Damage_____

   b. What problems have been created by Debris:

      Blockage:_____ Scour_____ Structure Damage_____

5. Indicate any anticipated Department of Environmental Conservation construction restrictions and/or permits:_____

6. Is there a Flood Insurance Study at this location?_____

7. Elevation of extreme high water at existing bridge site as observed by:

   a. Gage:_____ Date Observed:_____

b. Local Residents:_____ Date Observed:_____

c. D.O.T. Personnel:_____ Date Observed:_____

8. Was above high water affected by Ice?_____ Debris?_____

9. Ordinary high water elevation (Annual Flood):_____

10. Ordinary water elevation:_____

11. Low water elevation:_____

12. Has water ever flowed over roadway at structure?___ on approaches?_____

    If so, to what elevation?_____ Date:_____

13. Elevation of lowest under-clearance point of superstructure:_____

14. Describe any scour problems:_____

15. Additional Comments:_____

NAVIGATION REQUIREMENTS:

16. Does existing structure have navigation lights?_____

17. Is there tidal influence at project location?_____

18. Give type, size and volume of marine traffic:_____

Items 19 and 20: for River/Stream Bridges only if channel width changes are proposed.

EXISTING UPSTREAM STRUCTURE:

B.I.N.:_____ Carries:_____

19. a. Span measured along center line of highway:_____

    b. Skew:_____

    c. Is the waterway area adequate during extreme high water?_____

    d. Has scour occurred?_____

EXISTING DOWNSTREAM STRUCTURE:

B.I.N.:_____ Carries:_____

20. a. Span measured along center line of highway:_____

    b. Skew:_____

    c. Is the waterway area adequate during extreme high water?_____

    d. Has scour occurred?_____

APPENDIX E

PRELIMINARY PLAN REVIEW CHECK LIST

Project Description: _____

BIN: _____ **Contract No**._____

Consultant: _____

Drawings Reviewed by: _____ **Date:**_____

Approved by: _____ **Date:** _____
(Project Manager)

General notes for the bridge structure, scope of work and estimated cost should be submitted with the draft and final Preliminary Plans. During the preparation of plans Engineer should follow NYSDOT Bridge Manual guidelines unless stated otherwise.

1. PLAN

a)	Existing Plan (Show existing curb cuts).	☐ Yes	☐ No
b)	Indicate proposed work on plan labeled "Proposed".	☐ Yes	☐ No
c)	Show location of min. vertical R.R. clearance.	☐ Yes	☐ No
d)	Indicate R.R. name and final destination.	☐ Yes	☐ No
e)	Approach slab and pressure relief joints (if required).	☐ Yes	☐ No
f)	Stations for begin & end abutment and at centerline of piers. Show all center lines of bearing.	☐ Yes	☐ No
g)	Indicates lane widths, parking lanes and clearance to curbs on bridge & approaches, lane transitions and direction of traffic.	☐ Yes	☐ No
h)	Limit of work on approaches.	☐ Yes	☐ No
i)	Limit of railing and fencing.	☐ Yes	☐ No
j)	Width of roadway and sidewalks on approach and bridge.	☐ Yes	☐ No

k) Location of fixed and expansion joints. ☐ Yes ☐ No

l) North arrow. ☐ Yes ☐ No

m) Skew angle. ☐ Yes ☐ No

n) Location of utilities, lampposts, catch basins, manholes,etc ☐ Yes ☐ No

o) R.O.W. lines. ☐ Yes ☐ No

p) Do approach roadway & sidewalk widths match those on the bridge? ☐ Yes ☐ No

q) Are handicapped ramps shown? ☐ Yes ☐ No

r) Are boring location and logs of borings shown? ☐ Yes ☐ No

2. BRIDGE CROSS SECTION

a) For bridges carrying utilities show full width, existing And proposed cross sections. Show all dimensions. ☐ Yes ☐ No

b) Epoxy coated top bars or wire fabric if pre-stressed concrete box beams. ☐ Yes ☐ No

c) Is overlay option called for? ☐ Yes ☐ No

d) Thickness of roadway slab- 190 mm min. & Side-walk slab - 175 mm min. on steel structures. ☐ Yes ☐ No

e) Is new roadway/sidewalk slab designed for MS23 using the allowable stress method (working stress)? ☐ Yes ☐ No

f) 175 mm steel faced curb. ☐ Yes ☐ No

g) 4 rail railing and fencing - concrete parapet with fluted face and fence preferred if dead load or sight distance is not critical. ☐ Yes ☐ No

h) Lane locations. ☐ Yes ☐ No

i) Location and sizes of utilities and utility owner. ☐ Yes ☐ No

j) Are utilities located under the sidewalk? (If not, request with justification for waiver will be required). ☐ Yes ☐ No

k) Pre-Cast Slabs ☐ Yes ☐ No

1. 1219 mm wide units preferably, +13 mm joint between units.
2. If 914 mm wide section required - locate on outside.
3. 150 mm wearing course.
4. Indicate depth.

l) 2 % cross slope on roadway. ☐ Yes ☐ No

m) Are sidewalk cross slopes within ADA Requirements - 2% maximum? ☐ Yes ☐ No

3. ELEVATION

a) ½ elev. proposed, ½ existing if similar, otherwise full Elevations required. ☐ Yes ☐ No

b) Stationing - follow State guidelines. ☐ Yes ☐ No

c) Min. R.R. vertical clearance both existing & proposed measured 1525 mm off centerline of track (If roadway below give vertical and horizontal clearance). ☐ Yes ☐ No

d) Horizontal clearance measured from center line of track to obstruction. ☐ Yes ☐ No

e) Type of foundation for Piers and Abutments (spread or on piles). Show existing and proposed. ☐ Yes ☐ No

f) Wing-walls: show modification. ☐ Yes ☐ No

g) Abutments: show modification. ☐ Yes ☐ No

h) Vertical clearance to structure above bridge or Over-head lines. ☐ Yes ☐ No

4. APPROACH SECTIONS

a)	Section thru approach slab.	☐ Yes	☐ No
b)	Highway Section (thru street beyond approach slab).	☐ Yes	☐ No
c)	Show feature beyond sidewalk (embankment, building, etc.).	☐ Yes	☐ No
d)	½ section proposed, ½ existing if similar, otherwise full sections required.	☐ Yes	☐ No
e)	Show depth of slab and pavement - proposed & existing.	☐ Yes	☐ No
f)	Lane widths and clearance to curbs.	☐ Yes	☐ No
g)	Sidewalk and roadway widths.	☐ Yes	☐ No
h)	Sidewalk approach slab -225 mm min.	☐ Yes	☐ No
i)	Curb heights.	☐ Yes	☐ No
j)	Are sidewalk cross slopes within ADA requirements-2% maximum?	☐ Yes	☐ No

5. MISCELLANEOUS:

a)	Section thru abutment showing approach slab & expansion Joint.	☐ Yes	☐ No
b)	Section thru pier.	☐ Yes	☐ No
c)	Elev. of wing-walls: show modification or repair.	☐ Yes	☐ No
d)	elev. of abutments: show modification or repair.	☐ Yes	☐ No
e)	Framing plans. Steel structures - indicate what is remaining, what is to be repaired and what is to be replaced.	☐ Yes	☐ No
f)	Major details for proposed seismic retrofit schemes.	☐ Yes	☐ No

6. PROFILE

a)	Existing legal grade.	☐ Yes	☐ No
b)	Stationing.	☐ Yes	☐ No
c)	Vertical curve data.	☐ Yes	☐ No
d)	Stopping sight distance.	☐ Yes	☐ No
e)	Grades: existing & proposed.	☐ Yes	☐ No
f)	Drainage: scuppers and/or catch basins required?.	☐ Yes	☐ No
g)	Indicate where proposed meets existing.	☐ Yes	☐ No

7. SCOPE OF WORK

a)	Check to see that each deficient item reported in BRPR is on Preliminary Plans.	☐ Yes	☐ No
b)	Limits of work indicated.	☐ Yes	☐ No
c)	Reconstruction or replacement cost.	☐ Yes	☐ No
d)	Itemized scope of work write-up.	☐ Yes	☐ No
e)	Are the relocation and maintenance requirements of all utilities indicated for during construction?	☐ Yes	☐ No

8. MAINTENANCE OF TRAFFIC - PLANS

a)	Transition from normal lanes to restricted lanes.	☐ Yes	☐ No
b)	Location and limits of safety shape, barrels, cones, etc., as required. Is safety shape transitioned safely?	☐ Yes	☐ No
c)	Work area.	☐ Yes	☐ No
d)	Direction of travel.	☐ Yes	☐ No
e)	Lane widths on bridge & approaches.	☐ Yes	☐ No
f)	Is Design Sheet Piling required?	☐ Yes	☐ No
g)	Detour Plan.	☐ Yes	☐ No

9. MAINTENANCE OF TRAFFIC – SECTIONS

a)	Show different stages of construction, all dimensions of exist. superstructure, cut line.	☐ Yes	☐ No
b)	Temporary barrier, if required.	☐ Yes	☐ No
c)	Lane widths, sidewalk width	☐ Yes	☐ No
d)	Will utilities be a problem?	☐ Yes	☐ No
e)	Is Staging lanes consistent with utility installation?	☐ Yes	☐ No
f)	Pedestrian travel provided for? Is there access to property owners, homes and driveways?	☐ Yes	☐ No
g)	Is there enough room between existing and new construction?	☐ Yes	☐ No
h)	Fence off dangerous work area.	☐ Yes	☐ No

10. ELECTRICAL ITEMS

a)	Location of existing lighting standards & underpass luminaries (include type of lighting)..	☐ Yes	☐ No
b)	Location of existing electrical boxes, manholes and control cabinets.	☐ Yes	☐ No
c)	Location of existing utility company service point.	☐ Yes	☐ No
d)	Location of new lighting standards including L.P. material and height, bracket arm height & length, luminaire height	☐ Yes	☐ No
e)	Type & Wattage of luminaire to be used.	☐ Yes	☐ No
f)	Location, type & size of all new boxes, manholes & control cabinets.	☐ Yes	☐ No
g)	Location of new service point if required.	☐ Yes	☐ No
h)	Roadway and sidewalk illumination levels.	☐ Yes	☐ No

11. MOVABLE BRIDGES

a)	Location of all control stations, consoles, control cabinets, and monitoring devices.	☐ Yes	☐ No
b)	Location of service equipment, switchboards, lighting and power panels and motor control center. Include front panel layouts of equipment.	☐ Yes	☐ No
c)	Simplified wiring diagrams from service points to distribution panels, (For operational analysis) Include control devices.	☐ Yes	☐ No
d)	Location and identification of all equipment involved in vehicle, pedestrian and marine traffic control, including traffic gates, traffic signals, and navigation lights.	☐ Yes	☐ No
e)	Location and identification of electrical equipment involved in opening and closing bridges, including operator control desk, motors, end lifts, center latches, shear locks,limit switches and interlocks.	☐ Yes	☐ No
f)	Location of submarine cables in plan and elevation in channels and on piers. Include quantity and size conductors.	☐ Yes	☐ No

APPENDIX F

FIELD SURVEY REQUIREMENTS

The Engineer shall perform a field survey as required by Section 5.03, "General Survey Requirements for Design" of the New York State Highway Design Manual (in its entirety) and as stated below.

The Engineer shall submit the plotted survey to the Commissioner as per the Time of Completion Schedule Target Date A. The plotted survey drawings are considered as part of the Preliminary Plan Submission.

a) The Engineer shall provide an up to date survey of the bridge and approaches in plan, profile and section. It shall include existing drainage and other appurtenances. The Engineer shall determine the actual sight distances on the highway approaches to the bridge.

b) All underground facilities and existing utilities on the bridge and the approaches, including lamppost locations, shall be surveyed and said information shall be placed on the plans. The information shall include locations of public and private utilities, manholes, catch basins, etc. on the bridge and approaches.

c) All vertical control elevations at streets, roads, etc. including horizontal and vertical clearances shall be shown.

d) Information as required by the NYSDOT standard bridge data sheet for all bridges over water.

e) A field of survey of all existing signs within the survey limits shall be made.

f) The baseline and extent of survey shall extend to the survey limits specified in the Agreement.

g) All ROW lines and property lines shall be shown.

h) All bench marks shall be referenced to the datum of the U. S. Coast Guard and Geodetic Survey or the appropriate Borough datum, as required. Show survey baseline ties. Show all existing permanent survey monuments.

i) The International System (Metric) Units of measurement shall be used

j) All survey drawings shall be made using the CAD system.

k) In addition to the above, the survey submission shall be in accordance with the following requirements:

1) Plot profile at base line/centerline of roadway.

2) Plot profiles at property/or fence line, or combination thereof (both sides of roadway).

3) Plot profiles at curb line (both sides of roadway).

4) Locate and plot all legal grades/first floor.

   Elevations/entrances/driveways/walkways/manholes/catch basins/ scuppers and sidewalk structures (with graphic plotting) directly on the appropriate profiles to scale.

5) Display sidewalk transverse slopes (i.e. 2%, 3%, 4%, 5%, 6%) with approved "field" type symbols(s).

6) Graphically show each building limit(s) with Lot/Block # and street address.

7) Plot cross sections at 10m intervals on the structure and 20 m intervals on grade and at all entrances, PT's, PI'S, PT (intersecting street), and BL (intersecting streets). The cross sections shall, minimally, be drawn from one property line to the opposite property line.

8) Provide a photo for each building/property including entrance(s) (5" x 7" color) together with the submission of the plotted survey drawings.

9) All ROW lines and property lines shall be dimensioned (and stationed) to the baseline.

RESIDENT ENGINEERING INSPECTION

INSTRUCTION MANUAL

5/08

INDEX

	Page
RESPONSIBILITY	**1**
PRIOR TO CONSTRUCTION START	
Deliverables	**1,2**
Specifications	**2**
Resumes	**3**
DURING CONSTRUCTION, DAILY	
Maintenance & Protection of Traffic	**3**
Records	**4**
Call In	**4**
DURING CONSTRUCTION, PERIODICALLY	
Progress Meetings	**4**
DURING CONSTRUCTION – ON-GOING	
Prior to any new Operation	**5**
Field Directives	**5**
Subcontractors	**5**
Change Orders/Material / Substitutions	**5,6**
Overtime	**6**
Payments	**6**
Emergencies	**6**
Interviews	**6**
Correspondence	**6**
Pedestrian Ramps	**6**
Coordination	**7**
Renegotiable Items	**7**
Time Extension	**7**
Communications	**7**
Measurements	**7**
SPECIAL TOPICS FOR CONSULTANT ENGINEERS	**7**
SPECIAL NOTES FOR FEDERAL / STATE FUNDED PROJECTS	**8-11**
QUALITY ASSURANCE CHECKLIST	**12-13**
TYPICAL PROGRESS MEETING AGENDA	**14**
RESIDENT ENGINEER'S CERTIFICATION	**15**
ATTACHMENTS	
Hazardous Waste Management	**1-10**
Resident Engineering Inspection Services	
Record As-Built and Shop Drawings	**1-6**

RESPONSIBILITY:

The Resident Engineer is the Department's representative at the construction site and has direct responsibility of ensuring that the City's interests and the public safety are protected. It is the Resident Engineer's function to see that the work performed is in full conformance with all the legal, technical, and administrative requirements of the contract and good construction practices. The Resident Engineer takes full responsibility for the work and must take an active and decisive role in guiding the project to completion. To properly carry out his function, the Resident Engineer must anticipate, rather than react to problems and recommend, rather than request solutions.

The following guide is presented as an aid to the Resident Engineer in fulfilling his obligations. It is not intended to be all inclusive and the Resident Engineer must, above all, recognize his obligation to be cognizant of the contract's specific requirements, and to ensure their fulfillment.

PRIOR TO CONSTRUCTION START:

Deliverables

Prior to a construction start, the Resident Engineer must familiarize himself with the specific job requirements and ensure that all specified deliverables (certifications, approvals, notifications, requests, permits, etc.) are supplied and approved at the appropriate time.

Typically, these deliverables include:

1) A list of the names and telephone numbers of responsible persons who are empowered to take the necessary steps to correct emergency or hazardous conditions. This list should be forwarded to the DOT Situation Room. See also "Emergencies" on page 6.

2) Contractor's proposed progress schedule and tabulation of anticipated monthly cash flow requirements.

3) Details of proposed procedures and equipment to be used by the Contractor in each phase of construction.

4) A breakdown of the lump sum bid items, showing the value of the component work operations and materials which comprise the lump sum bid.

5) Notifications must be sent to the Departments, agencies, authorities specified in the contract documents of the intended date for construction start.

6) Preconstruction meeting participation must be held with OCMC for final approval of the traffic control measures to be implemented.

PRIOR TO CONSTRUCTION START:

Deliverables (Cont.)

7) Project signs must be installed as required. Resident Engineer must ensure the correct names on the sign.

8) Design of asphalt and concrete mixes must be submitted and approved.

9) The Contractor must submit a study prepared by a Professional Engineer (P.E.) registered in the State of New York showing condition of the existing structure and the sizes and weights of vehicles and equipment which can safely be used during construction.

10) All shoring which is determined necessary as a result of the above study must be designed by a P.E. and approved by.

11) If called for by the specifications, the Contractor may also be required to provide a tabulation of all vehicles or equipment hauling materials over the public road system, shoring and/or project site. Vehicles weights (laden & unladen) the proposed payloads and permits, if applicable.

12) Preconstruction progress photographs and videos.

13) All applicable permits.

14) Railroad Training, if required.

15) All Lane/Bridge closure conforms to the NYCDOT Standard Operating Procedures (SOP).

16) Community notification and newsletter are prepared and distributed as per NYCDOT Standard Operating Procedures (SOP).

17) Prior to start of field work the Resident Engineer shall request that the contractor submit SAFETY and HEALTH PROCEDURES.

Specifications

Prior to construction start the Resident Engineer shall also obtain and become totally familiar with all appropriate specifications pertaining to the project. Typically these include:

a) New York State Department of Transportation Standard Specifications, including all addenda.
b) New York State Steel Construction Manual.
c) MURK
d) City and State Standard Sheets
e) Technical and contractual specifications specifically printed for the project.
f) NYSDOT Construction Inspection Manual.
g) NYSDOT Pre-stressed Concrete Construction Manual.
h) MUTCD
i) Quality Assurance Requirements
j) NYCDOT Lead Protocol

At this time, the Resident Engineer shall compile a list of all items for which materials acceptance Documentation is required. This list shall be broken down by item and shall indicate which proofs of Acceptability are required. Upon approval by Q.A., a copy of this list shall be given to the Contractor for his guidance.

RESUMES:

The Resident Engineering Inspection Consultants shall also submit for NYCDOT approval the resumes of all personnel to be assigned to the project.

DURING CONSTRUCTION (Daily)

Maintenance & Protection of Traffic

Daily the Resident Engineer shall verify that traffic control devices, detour, warning and project signs, lights, and barricades are in place and operating properly. Maintenance & Protection of Traffic status should be documented each day on the Engineer's Report.

It should be noted that the contract provides serious consequences for failure to provide proper traffic protection facilities. Accordingly, the Resident Engineer must fully document, in a written notice to the Contractor, any deficiencies found. The contract section entitled "Damages for Failing to Provide Traffic Facilities" provides for the contractor to be charged a specific dollar amount per calendar day, for each day after receipt of written notice from the Resident Engineer, during which corrections have not been made.

In addition, the New York State specification for Maintenance and Protection of Traffic is typically incorporated into the Bridge Construction contracts. This provides for additional charges against the Contractor as follows:

a) Non-payment for Maintenance of Protection of Traffic for each day (including the first) during which deficiencies exist.

b) Liquidated damages at the same rate specified for failure to complete the project within the time allocated, assessed for each day during which deficiencies exist.

Further, should deficiencies last for more than 24 hours, the Resident Engineer can order corrections to be made by the outside forces and/or stop the work. These last provisions should be used only as a last resort and only with prior concurrence of DOT Bridges.

Records

Daily, the Resident Engineer shall ensure that all field office records are accurate and up to date. These include:

a) The Resident Engineer's Diary
b) Inspector's Reports
c) Materials acceptance records
d) Correspondence
e) Transmittals
f) Certifications
g) Test results
h) Change Orders
i) Payments (including Railroad)
j) Minutes of meetings
k) As-Built drawings
l) Quantity books
m) Pay Item folders
n) Shop Drawings
o) Force Account (labor, equipment and materials)
p) Field Directives
q) Agency sign-off letters
r) Accident/Incident reports
s) Lane Closure
t) Field Orders
u) Stop Work Order
v) Implementation of Work over Water (WOW) requirements
w) Implementation of Gridlock Alert Days
x) Other files as necessary
(see also QA Checklist, pgs. 12 & 13, attached)

In case of disputed work, careful records must be kept as to the time and materials used.
(See also page 5 "Change Orders")

Call In or Fax

Daily the Resident Engineer shall call in or fax DOT Bridges at the start and end of each work day.

DURING CONSTRUCTION (Periodically)

Progress Meetings

The Resident Engineer shall hold frequent regularly scheduled (i.e., monthly or more often if operations or problems require) job meetings with the Contractor to discuss the job status and to:

a) Learn the schedule of; and prepare for the upcoming operations.

b) Discuss and resolve to the extent possible present and potential problems.

Attendees will include the Resident Engineer, the Contractor, the Project Engineer, the Engineer-in-Charge and/or the Director. Other parties should also attend as appropriate. An agenda should be prepared in advance. A typical agenda is shown on page 14 of this checklist. The meeting will be chaired by the Resident Engineer and minutes shall be kept under his direction. Draft Minutes of the Meeting shall be distributed within four (4) days of the meeting.

DURING CONSTRUCTION (On an on-going basis)

Prior to any new Operation

The Resident Engineer shall:

1. Have on hand, and in working order, all necessary field testing equipment and backup equipment.

2. Ensure that all inspectors are thoroughly trained in the inspection requirements of the particular operation to which they have been assigned, i.e., concrete slump testing, maximum delivery times allowed, delivery certification, etc.

3. Ensure that the Contractor has sufficient and adequate manpower and equipment to perform the operations planned in conformance with contract requirements. On critical operations, backup equipment and material must be available.

4. Ensure that the associated subcontractors and/or suppliers (if any) have been approved. (See also "subcontractors" below).

5. Provide all Insurance requirements.

Field Directives

The Resident Engineer will issue field directives as required. Directives relating to the Contractor's failure to comply with the plans and specifications should be brought to the attention of the NYCDOT Project Engineer at once. If the Contractor's noncompliance continues after receiving a field directive, the Resident Engineer will reject the work and document the incident.

Subcontractors

The Resident Engineer will ensure that all subcontractors qualifications are submitted to DOT Bridges for approval.

The Resident Engineer will ensure that Business Entity, Subcontractor and Principal Questionnaires are submitted to ACCO for all subcontractors whose aggregate business with the City during last 12 months is $100,000.00 or more.

Change Orders / Material Substitutions

The Resident Engineer cannot authorize Change Orders. Department procedures for Construction Change Requests and Change Orders will be followed. Change Orders for work involving other City agencies will require that Agency's approval.

The Resident Engineer must promptly evaluate allegations of changed conditions and submit a finding to the Project Engineer.

The Resident Engineer must document all disputed work. If CCR is required, the Resident Engineer will evaluate the cost estimate submitted by the Contractor and prepare the CCR. The Resident Engineer may sign the MURK forms for disputed work, but must write in as "DISPUTED WORK".

DURING CONSTRUCTION (on an on-going basis)

Change Orders/Material Substitutions (continued)

Changes to the contract which do not involve additional cost must be approved in advance by the DOT Bridges.Office

Material substitutions must be approved in advance by DOT Bridges.

Overtime

Overtime, other than covering unforeseen situations, requires prior approval.

Payments

The Resident Engineer is responsible for the preparation of payments to the Contractor (and the Railroad, when required). The Resident Engineer shall ascertain that the payment package is complete (e.g., vouchers, affidavits, payrolls, overrun statements with explanations, contractor's requests, contractor's certificate, LBE letters, stored materials' forms, Change Orders, appropriate materials acceptance records) accurate and is promptly submitted. Payments for change orders will be done separately. Only one partial payment and one change order payment can be done in 30 days.

Payments for storage materials will be a separate payment.

Payments for Traffic Agents will be a separate payment.

Emergencies

Emergencies shall immediately be reported to DOT Bridges. Emergencies involving traffic should also be reported to the Department of Transportation Situation Room (718) 433-3340.

Interviews

Requests for interviews from the media, job related information, etc., must be approved by the Department of Transportation, Public Information Office. (Contact: (212) 442-7033)

Correspondence

All letters are to be written in coordination with the Project Engineer from the Division of Bridges.

Pedestrian Ramps

The Resident Engineer will ensure that pedestrian ramps are built according to the latest standard, which will be provided by the Project Engineer. If a ramp cannot conform to the standard, it will be deleted and the Resident Engineer will secure a waiver.

DURING CONSTRUCTION (On an on-going basis)

Coordination

The Resident Engineer will be responsible for coordination between the Contractor, other Agencies and Utilities. The Resident Engineer will be responsible for inviting all participating agencies to the Final Inspection.

Renegotiable Pay Items

The Resident Engineer will monitor all renegotiable pay items. If the quantity of a renegotiable item exceeds the specified limit, the Resident Engineer will prepare a cost analysis of that item. The costs will be negotiated with the Engineering Audit Bureau.

Time Extension

If the contract time is in danger of running out, the Resident Engineer will be required to evaluate the contractor's request for a time extension in enough time to preclude payment delays.

Communications

The Resident Engineer will keep the Project Engineer informed of all progress, problems, possible bottle necks, delays, safety violations, poor workmanship, and non-cooperation from their contractor and shall document everything in writing.

Measurements

- Measurements are to be made expeditiously and timely. (Don't wait for sewer to be backfilled before measuring length of pipe.)
- Make measurements with a Contractor's representative to eliminate differences of opinions in the future.
- Measurement and calculations are to be independently checked and initialed.

SPECIAL TOPICS FOR CONSULTANT RESIDENT ENGINEERS

- No personnel changes can be made without Department of Transportation's prior approval. All requests for personnel change approval must be accompanied by a resume of the person to be considered for appointment.
- Regular Consultant partial payments must be submitted monthly. Also one change order partial payment per month may be submitted simultaneously.
- A job safety letter signed by the Consultant Project Manager must accompany each payment.
- The Consultant's Project Manager shall monitor all REI costs and notify the Department Project Engineer of any shortage or surplus. Manpower is to be based on the Contractor's activity and the Consultant's proposal.
- Rates for Consultant personnel are subject to adjustment once in a contract year.
- The Resident Engineer's primary contact with the Department of Transportation shall be the Division of Bridges' Project Engineer.
- The cost of procuring all specification publications other than those specifically published for the project will be considered as overhead and will not be reimbursable as an out of pocket expenses.

SPECIAL NOTES FOR STATE OR FEDERAL FUNDED CONTRACTS

Projects funded by the State and/or Federal government are also subject to review by those Agencies. The following checklist is used by the New York State DOT Region 11 engineers monitoring such projects. The Resident Engineer shall also use this checklist to assure that all necessary steps, test procedures, recordkeeping are performed in full compliance with State requirements.

A. Monitoring Checklist

1. Preliminary Documentation

    a. Recommendation to Award & Preconstruction Meeting
    b. Order on Letter from NYCDOT
    c. Adequacy of City personnel
    d. Adequacy of Field Office
    e. Contractor Submissions
        1) Progress schedule
        2) Preliminary cross sections
        3) Preconstruction photos
    f. Notification to all utility companies to make necessary relocations or necessary upgradings.
    g. Bid item list, share breakdown
    h. Schedule A

2. Engineer's Project Records

    a. Diary
    b. Inspector's Daily Report (IDR)
    c. Quantity reports from other agencies – Water, Street Lighting, and Traffic
    d. Other source documents – sketches, field books, check all for location, dimensions, references
    e. Sidewalk cards – broken down assessable and non-assessable
    f. Cross Sections
    g. Other required documentation
        1) Material certifications
        2) Approved mix designs
        3) Approved plants and concrete delivery trucks documents
        4) Plant reports, truck tickets
        5) Suppliers, manufacturer, subcontractor approvals
        6) Shop Drawings – structural steel, rebars, catch basins, manholes, electrical
        7) Mill Reports
        8) Standard Sheet conformance
        9) New York City Department of Highways stamp on Vitrified Pipe or State Stamp
        10) Field samples taken, submitted, and results recorded on asphalt, concrete cylinders, sand, brick, curing compound tack coat, cores, rebars, etc.

    h. Special documentation – EEO reports, trainee conformance, payrolls; done by Bureau of Labor Services

SPECIAL NOTES FOR STATE OR FEDERAL FUNDED CONTRACTS

B. Construction Practices Documentation

1. For All Pay items – follow proper construction practices and conformance with specifications shall be assured.

2. Major things to watch
   a. Maintenance and Protection of Traffic – cones, signs, PVC barricades with flashers, side street closings, problems with merchants, residents and Sanitation Department moving barricades shall follow special traffic stipulations from the contract proposal book and detour schemes from the plans.
   b. Tree removals – Parks Department to be inspected and approved by them.
   c. Limits of sidewalk to be removed shall be marked out.
   d. Excavation or demolition – assure prompt removal and safe shoring..
   e. Safety – trenches shall be backfilled promptly and all hazards be delineated.
   f. Periodic Federal Highway Administration inspections.

C. Orders on Contract (Change Orders)

1. Major changes to the contract require approval from the New York State DOT and FHWA prior to work being started. Under special circumstances, verbal approval may be given by the New York State DOT and FHWA for the work to proceed before the Order on Contract has been approved.

2. Extra work – provide detailed breakdown for agreed price.

3. CONR 7 – provide by fiscal share when applicable.

D. Extensions of Time Documentation

1. Request shall be sent by the Contractor to the New York City DOT.

2. New York City DOT will forward the requests to the New York State DOT with:
   a. Acceptable reason
   b. Reasonable Time request
   c. Liquidated damages recommendation

E. Partial Payments Documentation

1. Transmittal Letter
2. FIN 392
3. Capital Payment Voucher (with proper signatures)
4. Payment sheets (with proper signatures)
5. Overrun statements (with proper signatures)
6. Share breakdown (with proper signatures)

SPECIAL NOTES FOR STATE OR FEDERAL FUNDED CONTRACTS

F. Final Inspection Documentation

1. Completed Punch List (preliminary)
2. Final Punch List created during final inspection
3. Other agencies separate final inspections' document approval shall be received from the Traffic, Water Department, Street Lighting, the Parks Department, and Sewers.

G. Final Payment & Estimate Package includes:

1. Final Punch List Inspection completed.
2. All final quantities completed – Contractor agrees
3. Proper format shall be used (similar to partial payment format) as follows:
   a. Overrun/Underrun statements (for all items)
   b. Credits, deductions documents
   c. PR47
   d. HC144 or Contractor's Wage Certification
   e. Engineer's Affidavit of Materials (HC 193)
   f. Certificate of Acceptance by the New York City DOT
   g. Statements of granular material, cores, contract time, etc.
   h. DBE Compliance Statement from

4. All records shall be in the proper boxes and sent to Borough Office for a 3 years storage after Final Acceptance by FHWA

H. Final Acceptance Documents – The requirements are basically the same as for the State let Non-Certifications Acceptance (NCA) project. A New York City acceptance form is acceptable as a substitute for the State form. Upon completion of the contract work, five copies each of the following documents will be distributed as follows: 1 copy to Region 11 field office; 1 copy to Region 11 Construction Office; 3 copies to Construction Division in Albany.

1. Final Agreement – shall include a tabulation of authorized quantities, final quantities and final amounts for all contract items, similar in format to the Department's CONR 22, together with explanations for all increases and decreases.

2. Statement of Material and Labor on a Federal Form PR-47. One original of this form shall be sent to FHWA.

3. Contractor's Final Wage Certificate: The required text for this certificate is contained in the Federal Form PR-1273 and is reproduced on the Department's Form HC-144. The HC-144 does not have to be used, but the text of the certification must be the same. One copy of the certificate must be the same. On copy of the certificate must obtain an original signature.

SPECIAL NOTES FOR STATE OR FEDERAL FUNDED CONTRACTS

Final Inspection (continued)

4. Materials Certification: The certification should be similar to the Department's HC-193 Certification but shall include reference to NYC specifications. One copy of the copy of the certificate must contain an original signature. See #5 Evidence of Contract Acceptance, below.

5. Evidence of Contract Acceptance: A letter of acceptance from the City is required. It is possible to combine the Material Certification and NYC Acceptance in a single document.

6. FHWA also requires a NYS Acceptance (Form R45C) which the Construction Division will add to the documentation package. NYS Region 11 completes the R45C with the following statement: "the checking by (name of contractor) was monitored by spot checking by (name of NYSDOT representative), State Representative and the same was found to be generally completed in accordance with the contract specifications."

NOTE: Additional copies of the Final Agreement and Evidence of Contract Acceptance may be required for the payment estimate. All projects require a signed Schedule A.

ATTACHMENT A

QUALITY ASSURANCE CHECKLIST

1. A list of all proposed subcontractors and suppliers must be submitted to the NYCDOT Construction office for review and approval.

2. MTLS Inspection and Approval should be performed in accordance with the NYSDOT Procedures and Methods, and it should be the responsibility of the Consultant.

   Only NYCDOT approved Plants, Manufacturers, Suppliers and Equipment may be used on the project.

   Materials requiring sampling, testing or offsite inspection will be approved by the Quality Assurance (Q.A.) (Construction). CMS will provide the description and review all materials testing data to certify compliance with the standards and specifications and issue the Acceptance/Rejection documentation.

3. The Contractor shall provide approved copies of shop drawings to Q.A.

4. Contract "Buy America" provisions must be met on Federal Projects.

5. Mix Design Formulae of Asphalt and Concrete should be submitted to Q.A. for review and approval.

   NYCDOT Ordering procedures of Asphalt and Concrete are to be followed.

6. Record Keeping (MURK) requirements:

   a. Engineer's Diary (MURK 26), Exhibit No. 1.02, PR 3-2 shall include:

      review of all materials testing data, certifications of their compliance with standards and specifications.
      Visitor Sign in (separate book)
      Reviews by Project Engineer with signatures

   b. Inspection Daily Reports – MURK Forms 1c(p3-4); 3a(p3-20), 5c(p-3-22), 4c(p3-25)

      No white-outs are allowed
      Must include sketches and calculations for payment
      If there are no activities, no IDRs are required. However, MPT, if required, must be reported.
      All field samples taken, testing and materials, arriving at job-site shall be documented.

QUALITY ASSURANCE CHECKLIST (continued)

c. MTLS Acceptance Record (M.A.R.)

Develop a M.A.R. (in a binder) forms for all pay items.

A MURK 14b Form, Exhibit .03B Pages 3-10, must be filled out for each item.

Develop a folder for each pay item, titled with item number and description. In each of these Folders, the following must be kept:

i. All documents required for acceptance and payment for the item

ii. Any Mill Test Reports or Inspection Reports or Lab Test Reports

All above documents must be originals with the exception of Mill Reports.

Folders for Concrete and Asphalt Documentation.

Concrete Cylinders Test Reports

d. Monthly and Final Estimate Book (Quantities Book)

e. Correspondence Folder

(Approval Letters, job related correspondence)

7. Air Pots (2), Slump Cone, Thermometers, Weather Stations and all equipment required for concrete sampling and control testing must be provided, and in working condition, before concrete arrives at the job-site.

8. Concrete Cylinder Curing Box must be maintained, full of water, temperature controlled, etc., at all times when cylinders are being cured.

9. A pre-placement for concrete and asphalt prior to placement.

10. Fabrication Management Services (FMS), a unit within the Quality Assurance Section of Bridge Construction, will monitor In-Process Inspections for prestressed/precast concrete elements, structural steel elements and various metal components conducted by inspection agencies hired through the Consultant.

The Consultant will coordinate the initial start up of shop inspections for each fabricator and monitor inspection reports .

FMS will determine the scope and intensity of the shop inspections, advise inspectors and their agencies what is expected of them, communicate directly with shop inspectors to resolve problems and reject/accept fabricated materials.

ATTACHMENT B

TYPICAL PROGRESS MEETING AGENDA

Contract Name: _____ Contract No. _____

Date: _____

PRESENT STATUS

Approximate Cost to Date: _____

% Complete: _____

% of Contract Time Elapsed: _____

Work done in past Month _____

_____

Work to be done this Month _____ _____

_____

Work ahead of schedule _____

_____

Reason: _____

Work behind Schedule _____

_____

Reason: _____

Any Issues:* _____

_____

Old business: _____

_____

New business: _____

_____

Next Meeting Date: _____

*Construction Issues, Change Order, Quality Assurance, Utility Issues, Inter-Agency, Railroad Issues, Safety Issues, Community Issues, etc.

RESIDENT ENGINEER'S CERTIFICATION

On _____ I attended an orientation meeting at which the duties and responsibilities of Resident Engineers, as outlined on the forgoing checklist, were discussed in detail.

During the supplemental discussions, the following modifications (if any) were made to the checklist requirements.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Attach additional sheets if necessary.

I hereby certify that I fully understand the requirements and duties of my position and agree to abide by them without deviation.

_____
Signature

HAZARDOUS WASTE MANAGEMENT

DESCRIPTION OF WORK

Under this item the Consultant shall provide a Hazardous Waste Management Team (HWMT) which shall be responsible for but not limited to the following:

I. GENERAL REQUIREMENTS

A. Personnel
1. The HWMT shall have on site at all times during abrasive blasting paint removal:
   a. an individual with a bachelors degree in Environmental Engineering and at least one year of experience in hazardous material abatement supervision to oversee testing and monitoring;
   b. an individual with a bachelors degree in Industrial Hygiene, Environmental Health Science, or equivalent, and one year of experience in hazardous material abatement worker safety to observe contractor compliance with United States Occupational Safety and Health Administration (OSHA); and
   c. an individual, possibly one of the two above mentioned, trained to detect visible emissions as per 40 CFR 60.
2. The HWMT shall provide a competent person to be on site during hazardous material transportation pick-up, and to be on site at least once every twenty cumulative days of activity during non-"abrasive blasting" paint removal activities to spot check contractor compliance with OSHA, conduct real time monitoring, and perform other HWMT tasks as directed by the NYCDOT.

B. Oversight of Contractor's paint removal operations
1. The HWMT shall review and be responsible for the approval of the Contractor's proposed Worker Health and Safety Plan, containment System Plan, and Decontamination Measures.
2. The HWMT shall observe the Contractor's compliance with all applicable OSHA requirements during abrasive blasting, spot check compliance during any non-"abrasive blasting" paint removal activity at least once every twenty cumulative days of activity, and promptly notify the New York City Department of Transportation (NYCDOT) of compliance problems.
3. The HWMT shall observe decontamination of all abrasive blasting containment structures, removal and disposal of lead paint debris, and promptly notify the NYCDOT of any violations of applicable federal, state, and local laws, rules, regulations and codes.
4. The HWMT shall order the contractor to temporarily halt abrasive blasting activities if the containment fails to perform as it was designed until such time as those activities may be properly continued.
5. The HWMT shall inspect and document the number and locations of the blasting guns and their hours of operation, and the condition of the containment structure throughout the abrasive blasting operation.
6. The HWMT shall maintain records of all hazardous waste associated identification numbers, certificates, manifests and other incidentals necessary pursuant to all applicable statutes, regulations, and contract specifications and submit them to the NYCDOT.
7. The Resident Engineer will be responsible for implementation of "Final Environmental Impact Statement (FEIS).

C. The HWMT shall be required to attend a Pre-Construction Meeting (to be scheduled by the NYCDOT) and notify representatives from the following regulatory bodies so that they may be aware of the meeting and have the option to attend.
   1. United States Environmental Protection Agency (USEPA)
   2. United States Occupational Safety and Health Administration (OSHA)
   3. New York State Department of Environmental Conservation (NYSDEC)
   4. New York City Department of Environmental Conservation (NYCDEC)
   5. New York State Department of Health (NYCDOH)
   6. Mayor's Office of City Wide Occupational Safety and Health (COSH)

D. The HWMT shall conduct all work, including quality assurance and quality control procedures, monitor preparation, installation, operation, inspection, analysis and the reporting of all results in compliance with all local, state, and federal regulations related to air monitoring and analysis, and shall adhere to national hygiene standards.

E. The HWMT shall certify to the Commissioner that all abrasive blasting paint removal containment structures, paint waste storage, paint waste disposal and abrasive blasting paint removal worker safety work were accomplished in accordance with the contracts, plans, and specifications that are associated with this agreement. All contracts, plans, and specifications associated with this agreement are available for review at the office of the NYCDOT.

II TESTING AND MONITORING REQUIREMENTS

The HWMT shall perform paint testing, paint residue testing, real time air monitoring, visible emissions observation, ambient air monitoring, and surface soil sampling as described below. The HWMT will provide a detailed quality assurance plan for NYCDOT approval prior to conducting any sampling.

A. Testing of paint and paint residue.

The HWMT shall be required to test for lead in the existing paint on the bridge (as per method 6010 in EPA SW-486) and to conduct Toxic Characteristic Leaching Procedure [TCLP] tests (as per Appendix II of 40 CFR 261) of the paint residue generated, contained, and disposed of as a result of the paint removal activities associated with this agreement.

1. The sampling and testing of paint chips prior to the beginning of the paint removal activities, is to establish whether the paint is lead containing by analyzing the sample for total lead. At least three samples of the existing paint shall be taken in order to provide representative samples that will characterize the bridge paint. The HWMT may request additional tests if required in order to achieve a representative test. When removing paint samples from a bridge, it is essential that the total thickness of paint be removed without including rust or mill scale in the samples sent to the laboratory.

2. The TCLP tests shall be conducted to determine if the waste contains hazardous levels of contaminants as per 40 CFR 262.11 with the procedures found in 40 CFR 261. A minimum of four composite samples shall be taken per bridge, selected randomly from the residue material deposited into storage drums on a daily basis during the projected time frame of the paint removal project. The HWMT shall confirm the validity of the sample selection process at each individual site and may request additional samples.

3. The HWMT shall deliver a report to the NYCDOT promptly after the analysis of each sample taken. The reports shall detail at minimum, the following:
   a. name and address of the laboratory
   b. sampling and laboratory analysis procedures and results, contaminant, USEPA Hazardous Waste number, Chemical abstracts service number, and regulatory level.

B. Real Time Monitoring

1. The HWMT shall perform real time air monitoring with an instrument such as the hand-held air monitor (HAM) or the MINIRAM during abrasive blasting lead paint removal operations.

2. Background readings will be taken around the work site each day at least one half hour before blasting begins to determine background. On at least an hourly basis, readings will be taken of the entire perimeter of the worksite. A minimum of five ten-second readings per hour shall be taken at the air filtration and/or dust collection filters. Readings will be taken whenever and wherever any suspected or visible lapses in the containment occur.

3. Readings by the hand-held instruments should not exceed three times the background. If such readings are observed, immediate assessment of the cause, development of solutions, ordering of the correction, and observation of the correction of conditions causing the exceedance will be done by the HWMT. If a particulate level of greater than 450 ug/m3 is observed, and the cause is not found and corrected so that the level is not reduced to below 450 ug/m3 within one half hour, the HWMT will order that blasting be suspended until the cause is found and corrected. In addition, any reading in excess of 250 ug/m3 will require assessment.

4. Records of any exceedances and associated corrective measures shall be kept by the HWMT and submitted to the NYCDOT as soon as possible. Results for this parameter will be expressed as concentrations in micrograms per cubic meter (ug/m3).

5. Particulate levels and the time and place of the readings shall be recorded in a daily log. A written report documenting the results of each days air monitoring activity shall be provided to the NYCDOT, NYCDEP Deputy Commissioner of the Bureau of Air Policy and Programs, NYCDOH Deputy Commissioner of Environmental Health Services, Director of the Mayor's Office of Construction, affected Community Boards, affected Borough Presidents, and affected Council Districts within four days of the monitoring Reports shall begin with a summary page high-lighting any exceedances, problems, and associated corrections. The reports shall be submitted to the NYCDOT first, with a delay, not to exceed 24 hours before submittal to the remainder of the recipients listed above. Reports shall detail at minimum, for each instance of monitoring:
   a. date, name and location of job site, time monitoring begins and ends
   b. identification and serial number of monitoring unit
   c. specific location of monitoring unit on a map, not to scale
   d. specific location of lead paint removal activity on a map, not to scale
   e. equalitative estimate of wind direction/velocity (as observed on-site)
   f. the flow chart that records the rate of air flow across the filter throughout the sampling period, and the signature of the data collector.

C. Visible Emissions

1. The HWMT will be required to maintain records of any observed visible emissions during abrasive blasting lead paint removal operations. All visible emissions, not just those that exceed the New York State Standard (the standard) listed below will result in the HWMT conducting prompt assessment, developing solutions and observing corrective action. If corrective action is not completed within five minutes, or if the standards are exceeded, the HWMT shall order blasting suspended until corrections are made. New York State regulations (see NYCRR Part 211) prohibit visible emissions of 20 percent or greater average opacity for more than one six minute period in an hour. The opacity must not exceed 57 percent during that period.

2. In the event that fugitive particulate emissions are observed, at minimum, the HWMT shall note:
   a. Emission Frequency – the percentage of time that emissions are visible during the observation period.
   b. Emission Time – the accumulated amount of time that emissions are visible during the observation period.
   c. Opacity of Emission – percent blockage of light as determined by a trained observer.
   d. Source of Emissions – location on the containment structure or the structure being cleaned.
   e. Observer's name: organization.
   f. Qualitative estimate of wind velocity/direction (determined on-site by visual observation), and Sky (weather) condition.
   g. Observer location relative to the source of the emission and the sun.

3. Each observation period, during a visible emission shall not be less than six minutes in duration. The observers shall be located at a position which enables a clear view of the potential emission points of
the affected operation (A position at least 15 feet, but not more than 0.25 miles from the emission source is recommended). The position shall be selected so that the sun is not directly in the observer's eyes.
A written report documenting the results of each day's air monitoring activity shall be provided to the NYCDOT, NYCDEP Deputy Commissioner of the Bureau of Air Policy and Programs, NYCDOH Deputy Commissioner of Environmental Health Services, Director of the Mayor's Office of Construction, affected Community Boards, affected Borough Presidents, and affected Council Districts within four days of the monitoring. Reports shall begin with a summary page high-lighting any exceedances, problems, and associated corrections. The reports shall be submitted to the NYCDOT first with a delay not to exceed 24 hours, before submittal to the remainder of the recipients listed above.

D. Ambient Air Monitoring

1. The HWMT shall conduct ambient air monitoring for particulates and lead emissions during abrasive blasting lead paint removal operations using high volume air samplers. The HWMT will collect nominal eight-hour air filter samples at fixed locations that will be analyzed for all particulate matters less than ten micrometers in diameter (PM10) and for the lead content of total suspended particulate matter (TSP). PM 10 is the mass concentration of particulate matter with an aerodynamic diameter less than or equal to a nominal ten micrometers. TSP is the Total Suspended Particulate matter to determine lead levels. Results for both of these parameters will be expressed as concentrations in micrograms per cubic meter (ug/m3).

2. Ambient air monitoring will be performed on a continuous basis for a nominal eight hour period, beginning at least ½ hour prior to abrasive blasting and continuing for a minimum of ½ hour after abrasive blasting has ended, including clean up activities and dismantling of the containment structure. If these activities take longer than eight hours on any day, the sampling period will be extended to include all blasting, clean up and disassembly. Air monitoring will be evaluated on a continuous basis.

3. Information recorded for each monitor on each day of operation shall include the following at a minimum:
   a. date, name and location of job site, and time monitoring begins and ends
   b. identification and serial number of monitoring unit
   c. specific location of monitoring unit on a map, not to scale
   d. specific location of lead paint removal activity on a map, not to scale
   e. qualitative estimate of wind direction/velocity (as observed on-site)
   f. the flow chart that records the rate of air flow across the filter throughout the sampling period, and the signature of the data collector.

4. A written report documenting the results of each day's air monitoring activity shall be provided to the NYCDOT, NYCDEP Deputy Commissioner of the Bureau of Air Policy and Programs, NYCDOH Deputy Commissioner of Environmental Health Services, Director of the Mayor's Office of Construction, affected Community Boards, affected Borough Presidents, and affected Council Districts within four days of the monitoring. Reports shall begin with a summary page high-lighting any exceedances, problems, and associated corrections. The reports shall be submitted to the NYCDOT first, with a delay not to exceed 24 hours, before submittal to the remainder of the recipients listed above. Reports shall detail at minimum the information recorded for each monitor as listed above and the analysis results for both lead and particulates.

5. To collect samples for the analysis of both lead and particulate matter, a minimum of five sets of high volume air monitors shall be used. At each sampling station, a minimum of two monitors shall be required, one for the collection of PM10 and one for the collection of TSP. The ultimate placement of each monitoring station shall be subject to approval by the NYCDOT. The placement of the monitors shall be as follows:

   a. Four sampling stations located in the closest public access areas to the work area and positioned in such a way as to measure community exposure to any matter escaping from the containment. The four monitoring stations should roughly surround the work area when possible. The determination of where to place monitors at any particular work site must be based on a combination of factors, including wind direction, size and position of the structure and containment, and proximity to the surrounding community.

   b. A fifth sampling station to measure background lead and particulate levels should be located approximately one-half mile from the work site. At this sampling station, both PM10 and TSP will be monitored. This sampling station shall be located in a location not in the vicinity of a local source of lead/dust emissions.

6. Air samples shall be collected using sampling apparatus that meet USEPA specifications for TSP and PM10 analysis outlined in 40 CFR 50, Appendices B, G. J for TSP and PM10 analysis. Samples shall be collected with high volume air pumps and 20.3 +/-0.2 X 25.4 +/-0.2 cm (nominal 8 x 10 in.) glass fiber (or relatively inert, nonhygroscopic material) filters. The laboratory shall be a New York State Department of Health certified laboratory and shall meet USEPA certified laboratory protocol (CLP) for this type of analysis.

7. The filters shall be pre-weighed for gravimetric sampling. The sampling train shall be pre-calibrated. Minimum sample flow rate, heavily loaded filter: 39 cubic feet/minute. Maximum sample flow rate. Clean filter: 60 cubic feet/minute. (Note: filters shall be replaced as often as necessary to ensure a constant flow rate and to prevent caking of material on the filter face.) Post calibration shall be performed at the end of each day.

8. The monitoring levels for PM10 are based on the 24-hour National Ambient Air Quality Standard for particulate matter, which is 150 ug/m3 as a 24-hour average. The criterion of 450 ug/m3 minus two times background is a mathematical expression of compliance with that National Ambient Air Quality Standard, based on an eight-hour worksite sample. The lead criteria are derived from the National Ambient Air Quality Standard for lead which is 1.5 ug/m3 averaged over 90 days. The criterion of 4.5 ug/m3 minus twice background for TSP is the mathematical expression of achieving 1.5 ug/m3 as a 24-hour averaged based on an eight-hour worksite sample.

9. TSP in the ambient air that may be affected by emissions from the operations shall not exceed 4.5 ug/m3 minus twice the background level during any eight-hour period on each day of lead paint removal and PM10 in the ambient air that may be affected by emissions from the operation shall not exceed 450 ug/m3 minus two times the background level during any eight-hour period on each day of lead paint removal (as recorded using the methodology herein). The HWMT shall promptly notify the NYCDOT of any exceedance.

10. The TSP action level for an 8-hour period is 13.5 ug/m3 minus twice the background, the TSP basic criterion is 4.5 ug/m3 minus twice background:

    a. If an action level for 8-hour samples is exceeded at any monitor, the HWMT will promptly notify the NYCDOT and attempt to identify a cause.
    b. If sampling results for any monitor exceed the basic criterion, the HWMT will assess all field data for that day, develop solutions, observe and make note of all corrective measures.
    c. If the basic criterion is exceeded on two days of blasting at the same location, the HWMT will order blasting suspended, conduct a full assessment, develop solutions, and observe corrections.
    d. Should the results of any monitoring indicate an ongoing problem with the lead paint removal activity not meeting all Federal, State and local regulations/guidelines, the HWMT will order blasting suspended until a cause is identified and corrected.

11. Upon delivering the air monitoring results to the NYCDOT, the HWMT shall inform the NYCDOT if air monitoring results indicate particulate or lead emissions above federal, state or local regulations or guidelines, or national industrial hygiene standards and outline recommended specific modifications in the operation which will bring the operation into compliance with all of the appropriate ambient air regulations, guidelines and standards, including, but not limited to, modifications in the installation and maintenance of containment systems.

E. Surface Soil Sampling

1. Surface soil samples shall be taken by the HWMT and analyzed for lead before, during, and upon completion of the lead paint removal project if appropriate soil sampling locations exist, and if abrasive blasting paint removal occurs during the project. The HWMT shall submit a sampling plan in draft form to the NYCDOT for approval prior to implementation. This sampling plan shall include the positions of the proposed test locations, analysis and evaluation description, and a site map with enough detail to accurately position test locations.

2. The specific position of soil sampling locations in every case will be selected on the basis of whether there is bare soil present in any of the general areas specified. A test location shall be eliminated if there is no suitable bare soil within 50 feet. Locations should be selected to reflect areas of high potential public exposure such as bare soil in playground areas or bare pathways in open areas such as parks. Selecting a location under a tree, under sod in a well manicured lawn, in dirt on pavement or in pavement cracks, on private property, or in isolated and inaccessible areas would not be appropriate and should not be done. If there are no appropriate soil test locations, the HWMT will prepare a report detailing the reasons why no soil tests are proposed, using descriptions and photographs.

3. The number of samples taken at each project site and the distance away from the structure shall be dependent upon factors such as height and length of the structure, wind conditions, other obstacles, and the topography of the land. The specific location of each sampling location shall be measured and photographed at the time of sampling to allow re-sampling of the same location.

   a. For structures for which the length of the overland portion of the lead paint removal activity is less than or equal to 50 feet, soil test locations shall be selected as follows, unless otherwise directed by the NYCDOT:

      1) directly beneath the structure (if bare soil is present);

      2) in each of four directions (or directions in which bare soil is present), at 50 foot intervals up to a distance of 200 feet (300 feet if any part of the containment structure is more than 50 feet above the ground). The soil test locations shall be on lines starting at midpoints of each site of the structure upon which lead paint removal is conducted and radiating out from the site at angles of 60 degrees (or directions in which bare soil is present).

   b. For structures for which the length of the overland portion of the lead paint removal activity is greater than 50 feet soil test locations shall be selected as follows, unless otherwise directed by the NYCDOT:

      1) directly beneath the structure (if bare soil is present);

      2) on lines parallel to the structure at approximate intervals of 50 feet from the structure, out to 200 feet (300 feet if any part of the containment structure is more than 50 feet above the ground). On the first line, there shall be test locations at the middle of the length of the repainting sections and 25 feet beyond each end. There shall be additional test locations on this line as necessary to ensure that there is not more than 75 feet between test locations. There shall also be test locations with the same spacing along lines at 100, 150, 200 (in some cases 250 and 300 feet) from the structure, on each side of the structure (or the sides on which bare soil is present).

4. The sampling procedures and documentation shall include, at a minimum:

   a. Measure and record the specific position of each of the locations. The documentation must be of sufficient accuracy to allow a technician to return to the precise locations at mid-project and upon project completion.
   b. At each location, center and align a composite 50 foot grid. Surface soil taken from a template area within the 40 foot grid shall make up each sample.
   c. Remove a sample of soil ¾ inch in diameter and one inch (or two centimeters) deep at the center of a one meter square template and at each of the four corners of the template. Place each of the five plugs in a single bag. This represents the sample at the specific location.
   d. Seal each bag/container and record the date of testing, specific location, name of technician removing the sample, names of others present, and signatures. The following information shall also be recorded by the sampling technician: presence or absence of vegetative cover or paint chips, and other relevant data.

e. Enter the sample information into a log book, and record the name of the laboratory to which the samples are sent for testing, and the date of shipment. If the samples are stored, identify the name of the facility.
f. Upon receipt of the results from the laboratory, enter them into the same logbook.
g. Chain of custody shall be initiated at the time of sample collection and maintained throughout the sample handling process.
h. At the sampling intervals outlined herein, return to the precise locations and repeat the process. Upon re-sampling at specific locations, the center of the sampling template shall be shifted several Inches from its previous position and the template shall be rotated roughly 45 degrees relative to its previous sampling orientation. This technique prevents re-sampling of the same exact spot where topsoil had previously been removed by earlier sampling.

5. If there are visible paint chips at the soil sampling locations, two separate samples should be collected at that location. One sample should include paint chips but no vegetation, litter or other large objects such as stones. The second sample should not include paint chips, vegetation, litter or large objects such as stones. The samples should be air dried and stored in sealed containers until analyzed. In the laboratory, the sample containing paint chips should be weighed before removing the paint chips; then the paint chips should be removed and the paint chips and remaining material weighted separately. Then the lead content of the paint chips should be determined. The results for that sample should be expressed in the general form: "Paint chips were found to comprise _____ percent by weight of the top one inch of soil at this location; the lead content of those paint chips was found to be _____ percent by weight." The sample from which paint chips and other material has been removed should be analyzed in the ordinary fashion.

6. Prior to taking each soil sample, the field sampling technician shall don a pair of new, clean disposable gloves and wash the sampling apparatus (or surface soil sampling spoon) using dilute Nitric Acid and a rinse of distilled dionized water. During sampling rounds, field blank-rinse samples of the stainless steel sampling apparatus (or spoon) shall be obtained by rinsing the apparatus with distilled deionized water. Rinse waters shall be collected in 250 millimeter pre-cleaned collection vials that contain nitric acid preservative, and analyzed for lead content expressed as micrograms of lead per liter of water (ug/l).

7. Samples shall be taken in accordance with the following schedule, unless directed by the NYCDOT, based on project size and determined need:

a. One week prior to the start of the lead paint removal activity, to determine background levels;
b. Upon 50 percent completion of the lead paint removal activity,
c. Upon 100 percent completion of the lead paint removal activity, and
d. Within 24 hours of suspension of work based on observation of a visible emission and/or the NYCDOT's receipt of ambient air monitoring results which indicate an exceedance of lead concentrations above the action level.

8. The sampling results shall be used to determine if the lead paint removal activity conducted during sampling has contributed to increased concentrations of lead in the soil. The HWMT shall provide reports of sampling results (taken at intervals outlined above) which contain all information recorded, test results, and which detail all indications of statistically significant differences in lead concentrations at the project site as compared to previous findings, using paired differences and a one-sided t-test. The significance level shall be determined by comparing average increases in soil lead. If a paired difference t-test is performed with a one-sided 0.05 significance level and a standard deviation of the difference of 500, an average increase above 170 ppm would be considered significant. The test is dependent not only on the average difference in lead concentration but also on the standard deviation of the differences and the number of samples taken. As the standard deviation of the differences increases the average increase in lead concentration that is considered statistically significant also increases. As the number of samples decreases, the average difference in lead concentration that is considered statistically significant increases. For example, if only 5 samples were taken and all the other parameters used above remain the same, an average increase in lead concentration of 477 ppm would be considered statistically significant. Also, if the standard deviation of the difference was 1000 and everything else remained the same, an increase of 340 ppm would be considered statistically significant. However, if the standard deviation of the difference was only 250, an average difference of just 85.5 ppm would be considered statistically significant. Alternative methods of determining statistical significance shoud be proposed by the HWMT if appropriate. A written report documenting the results of each sampling interval shall be provided to the NYCDOT, NYCDEP Deputy Commissioner of the Bureau of Air Policy and Programs, NYCDOH Deputy Commissioner of Environmental Health Services, Director of the Mayor's Office of Construction, and the NYSDEC promptly after each sampling interval. The final report of surface soil sampling results shall also be distributed to the affected Community Boards, Council Districts, and Borough Presidents. Reports shall begin with a summary page high-lighting any exceedances, problems, and associated corrections. The reports shall be submitted to the NYCDOT first, with a delay, not to exceed 24 hours before submittal to the remainder of the recipients listed above.

9. The laboratory analysis for lead in the surface soil samples shall be accomplished in accordance with EPA Method 3050, "Acid Digestion of Sediments, Sludges and Soils." Laboratory analysis must be performed by a laboratory that is accredited by the American Industrial Hygiene Association for analysis of environmental samples for metals. USEPA SW-846, Method 6010 shall be utilized to analyze lead content of samples. The laboratory utilized shall be approved for analysis of lead in soil by the Environmental Laboratory Approval Program of the New York state Department of Health. A portion of each sample will be saved for at least six months after completion of the abrasive blasting work to permit confirmation of any soil sampling results. Lead is the only contaminant to be tested for, unless specified otherwise by the NYCDOT.

10. Should any soil sampling results indicate an ongoing problem with lead paint removal activities not meeting Federal, State & Local regulations/guidelines, the HWMT will notify NYCDOT immediately in writing.

Resident Engineering Inspection Services

RECORD AS-BUILT AND SHOP DRAWINGS, MANUALS, PRINTED MATTER: PREPARATION OF COMPUTERIZED INDICES, MICROFILMS OR CD MEDIA

A. GENERAL REQUIREMENTS

The consultant shall prepare the record as-built drawings and shall index and microfilm and create CD media of the completed sets of accurate record as-built and shop 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 this article and the following:

1. Articles 1.06.13 and 1.06.14 of the "General Provisions."

2. SPECIFICATIONS OF THE CITY OF NEW YORK, DEPARTMENT OF TRANSPORTATION, BUREAU OF BRIDGES, DIVISION OF DESIGN-BRIDGES, titled "SPECIFICATIONS FOR THE PREPARATION OF RECORD DRAWINGS, INDICES, MICROFILMS AND CD MEDIA," latest revision thereof, hereinafter referred to as the "DOT DRAFTING AND MICROFILMING SPECIFICATIONS".

3. A.N.S.I (American National Standards Institute) standards latest edition, as listed below:
   Y1.1-1972 Abbreviations for use in Drawings and in Text (Where Applicable)
   Y10.1-1972 Glossary of Terms Concerning Letter Symbols
   Y14.1-1980/1992 Drawing Sheet Size and Format
   Y14.2M-1979/1992 Line Conventions and Lettering

4. Copies of the "DOT DRAFTING AND MICROFILMING SPECIFICATIONS" are available at the Bureau of Bridges – Office of the Division of Design, 2 Rector Street, 7th Floor, New York, New York 10006 .

5. ANSI STANDARDS MAY BE OBTAINED FROM THE AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NEW YORK 10018.

B. RECORD AS-BUILT AND SHOP DRAWING REPRODUCIBLES

1. Subsequent to the time of substantial completion of construction as solely determined by the NYCDOT, the Department will furnish to the Consultant, at no cost, a complete set of wash-off mylars/vellums of the contract drawings. These are to be used as a basis for the preparation of the record as-built drawings required to be prepared and furnished by the Consultant. The furnishing of these drawings shall not relieve in any manner the Consultant of compliance with the drawing preparation requirements of this specification.

2. At the same time the Department will furnish a marked-up paper set of the contract drawings prepared by Department personnel. It shall be the Consultant's responsibility to modify the contract drawings and prepare and furnish any additional drawings based on the information submitted.

   All changes and corrections to the contract drawings shall be conspicuously identified and listed on each sheet of the record as-built drawings. Where there are no changes from the contract drawings, the note "NO CHANGE FROM CONTRACT DRAWINGS" in upper case gothic block letter, 7 mm (9/32") high, shall be placed above or adjacent to "RECORD AS-BUILT DRAWING."

3. The Consultant shall identify and describe all changes from the original designs as shown on the contract drawings. Where said changes occur, the note (DELTA SYMBOL – BOLD LINEWORK) Δ INDICATES CONTRACT CHANGE shall be placed thereon as near as possible to the title block. Numerals, or other identification inserted within each delta symbol shall agree with the identification number shown in the tabular listing placed on each sheet. The tabular form shall list date(s), descriptions, zone location(s), and such other information as the Engineer may require to be entered thereon. When, in the sole opinion of the Engineer, it is not feasible to place this information on each sheet, the Engineer may, at his/her sole option, direct the Consultant to prepare a separate drawing sheet(s) for the listing of all changes from the original designs as shown on the contract drawings.

4. The Consultant shall prepare a "Shop Drawing Index Sheet," which shall list in tabular form the Drawing Numbers, Titles and Microfilm Identification Numbers. When drawing titles are insufficient, descriptions shall be added. The legend "RECORD SHOP DRAWINGS" in letters 7mm (9/32") minimum high shall be placed thereon.

5. Whenever sample(s) of drawings are submitted for review or acceptance as to type, quality, format, etc., said sample(s) shall be retained by the NYCDOT, unless corrections are indicated.

6. The Consultant shall, at the completion of the project submit two (2) sets of half-sized record as-built drawings to the Engineer for distribution to Bridge Inspection (one set) and NYSDOT's Region 11 Office (one set).

C. CERTIFICATION BLOCK

1. Adjacent to the title block of each record as-built drawing and each final approved shop drawing the Consultant shall place, in heavy block lettering of 7mm (9/32") minimum height, the words "RECORD AS-BUILT DRAWING," or 'RECORD SHOP DRAWING," as appropriate, together with the following information (2.4mm (3/32") high typed, 3.2mm (1/8") high otherwise.)

SAMPLE CERTIFICATION BLOCK FOR CONSTRUCTION CONSULTANT RESIDENT

RECORD AS-BUILT DRAWING
(OR RECORD SHOP DRAWING)

1. CONTRACTOR
ADDRESS:
CERTIFIED CORRECT BY _____ **DATE:**_____

2. COMMISSIONER'S REPRESENTATIVE - RESIDENT ENGINEER
OR CONSTRUCTION SUPERVISION CONSULTANT
ADDRESS:
CERTIFIED CORRECT BY _____ **DATE:**_____

2. ALL SIGNATURES AND ENTRIES ON CERTIFICATION BLOCKS SHALL BE MADE WITH PERMANENT BLACK OPAQUE WATERPROOF DRAWING INK SPECIFICALLY FORMULATED FOR USE ON MYLARS/VELLUMS.

3. ALL SIGNATURES SHALL BE CLEARLY LEGIBLE. WHERE SIGNATURES ARE NOT LEGIBLE, IN THE SOLE OPINION OF THE ENGINEER, THE SIGNER'S NAME SHALL BE PRINTED IN ADDITION TO THE SIGNATURE.

D. SUMMARY OF PREPARATION REQUIREMENTS

Drawing preparation requirements include, but are not limited to, the following:

1. All lettering and linework must be easily legible, in full or reduced size copy and any accepted method of reproduction, including microfilming.

2. All final drawings shall be right-reading. Reverse or wrong reading reproducibles are prohibited.

3. All final drawings shall be in black ink on vellum (if the final output shall be in the form of CDmedia and digital microfilm) or on 2-step wash-off mylar (if the final output shall be in form of conventional/non-digital microfilm). The mylar shall be base 4 mil thick (Dupont Crovex DraftingFilm or approved equivalent) or camera photo wash-off mylar 4 mil thick (Dupont Crovex Erasable Reproduction Films or approved equivalent), produced from full-size film negatives. ALL ENTRIES AND SIGNATURES ON FINAL MYLAR REPRODUCIBLES SHALL BE MADE WITH PERMANENT BLACK OPAQUE WATERPROOF DRAWING INK SPECIFICALLY FORMULATED FOR USE ON MYLAR/VELLUM.

4. Use of the diazo-print, diazo-sepia reproduction process and use of the electrostatic process to produce final original equivalent drawings (tracings, reproducibles) is prohibited. The use of a decal made by these processes on the final drawings is prohibited.

5. All lettering and linework shall be opaque black, uniform, cleancut and properly spaced.

6. All lettering shall be upper case gothic style. Condensed lettering is prohibited.

7. All linework and lettering shall conform to ANSI (American National Standards Institute) Standards Y 14.2m. The minimum character height of ANSI Y 14.2M may be reduced to 3.2mm (1/8”) minimum.

8. Typewritten characters shall be gothic style, oversized type, bold, 2.4mm (3/32”) minimum height ten (10) pitch maximum, opaque dense black, properly spaced.

9. All fractions shall have horizontal division lines. When horizontal division lines are not appropriate diagonal fraction lines may be used, providing maximum slope from the horizontal is not more than forty-five degrees.

10. When non-standard abbreviations are used, an abbreviation legend is to be provided on each drawing.

11. When non-standard symbols are used, a symbol legend is to be provided on each drawing.

12. Halftone or dot pattern drawings are prohibited.

13. The use of screening, shading, or color designation is prohibited.

14. Drawing on both sides of a sheet is prohibited. All drawings shall be right reading, (when reading the drawing, the surface upon which the intelligence is produced is facing the reader). There shall be no intelligence on the surface away from the reader.

15. The use of rubber stamps on mylar/vellum is prohibited. Stanpat Decals, or equivalent, may be used instead of rubber stamps. Rubber stamps are permitted on paper prints only (example: approvals, inspections). The rubber stamp impression shall be ANSI drafting standard letter size, clean, clear and opaque black. Decals on final reproducibles or tracings shall not be reproduced by diazo or electrostatic process.

16. On the final ink on mylar/vellum or camera photo wash-off mylar, decals may be used solely for the certification blocks and microfilm identification numbers.

17. Decals shall be preprinted, permanent adhesive type, as manufactured by the Stanpat Corporation, or an approved equal.

18. On final mylar/vellum, ink or wash-off drawings, decals shall not be used in the body of the drawings.

19. Drawing format shall be modified in compliance with the “DOT DRAFTING AND MICROFILMING SPECIFICATIONS”.

20. Drawings shall be zoned horizontally and vertically.

21. Drawings shall have vertical and horizontal microfilm alignment arrowheads or marks.

22. The use of sprays and/or coatings on the final approved mylar/vellum reproducibles is prohibited.

E. MAINTENANCE MANUALS, OPERATING MANUALS, CATALOG SHEET, TECHNICAL BULLETINS, ETC.

1. Maintenance manuals, operating manuals, catalog sheets, technical bulletins and other printedmatter submitted as shop drawings in lieu of prepared drawings shall be accurate, complete and clearly legible, and shall possess suitable line work, character size, color and contract characteristics to produce acceptable microfilm and microfilm reproduction in accordance with the "DOT DRAFTING AND MICROFILMING SPECIFICATIONS." For those manuals, catalog sheets, technical bulletins and other printed matter which, in the sole opinion of the City, fail to meet these criteria, the Contractor shall prepare and submit shop drawings which shall completely show all pertinent data.

2. For those manuals, catalog sheets, technical bulletins and other printed matter approved for scanning or microfilming, sufficiently large paper tabs containing description, approval, certification and identification data shall be permanently attached thereto, all as directed by the Engineer. Prior to scanning or microfilming, the Consultant shall submit the aforementioned, with completed tabs, to the Engineer for approval. After CD(s) or master and duplicate microfilm(s) have been approved, the aforementioned manuals, catalog sheets, technical bulletins and other printed matter shall be transmitted to the Engineer.

3. The Consultant shall digitize or microfilm and index the operational and maintenance manuals and such other printed materials, drawings, charts, diagrams, etc., which the Contractor is required to furnish as part of his contractual requirements. Digitizing and microfilming shall be performed in compliance with the "DOT DRAFTING AND MICROFILMING SPECIFICATIONS" submissions, and the requirements shall be the same as these stated for the record as-built and shop drawings.

F. COMPUTERIZED INDEXING AND MICROFILMING

1. The Consultant shall digitize or microfilm and index all as-built and shop drawings and prepare Contract and Drawing Record Pages in compliance with the "DOT DRAFTING AND MICROFILMING SPECIFICATIONS." This shall include, when applicable, all printed matter submitted such as manuals, bulletins, catalog sheets, charts, diagrams, etc., which are required to besubmitted, or which the Contractor submits, in accordance with the contract specifications.

2. The Consultant shall prepare Contract and Drawing Record Pages which shall describe the work as actually executed, together with a summary of major changes (as solely determined by the Engineer) from the original design shown on the contract drawings, in compliance with the "DOT DRAFTING AND MICROFILMING SPECIFICATIONS". Contract and Drawing Record Pages shall, when applicable, include descriptions of operating and maintenance manuals with microfilm roll numbers.

3. The Consultant shall permanently apply to each shop drawing, catalog sheet, bulletin, etc., a microfilm identification number, in accordance with the requirements of the "DOT DRAFTING AND MICROFILING SPECIFICATIONS." This number shall consist of the Bridge Identification Number (BIN), the microfilm roll number, and the frame number. The roll number and starting frame number will be assigned by the NYC DOT – Division of Design-Bridges.

4. The Consultant shall prepare the Contract and Drawing Record Pages of all printed matter, all record as-built drawings, all record shop drawings, all bulletins, all catalog sheets, etc. in strict compliance with the "DOT DRAFTING AND MICROFILMING SPECIFICATIONS".

5. The Consultant shall furnish, as his submissions prior to the final accepted submission, one copy of a 3 ½" indexing diskette listing of the Contract and Drawing Record Pages and one copy of the computer printout of both indices. The Contract Record will contain a description of the work as actually executed.

6. All submissions shall include both the “CONTRACT RECORD PAGES” and the “DRAWING RECORD PAGES”.

G. COMPLIANCE

1. The Consultant is hereby notified that if the drawing preparation at the time of the initial submission of any record as-built and shop drawing does not comply with the drawing preparation requirements as prescribed hereinabove, all costs to the City for the review of all subsequent submissions of said record as-built and shop drawings will be charged to the Consultant, as liquidated damages and not as a penalty, and the city will deduct from the final payment due to the Consultant the amount of all such charges. Such charges to the Consultant shall be based on the sum of direct labor, labor overhead, indirect overhead, and expenses incurred to properly execute the review and check of the said resubmissions.

SECTION VII

B) GENERAL PROVISIONS (APPENDIX A2) & MACBRIDE PRINCIPLES PROVISIONS

APPENDIX A2

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS

1.1 **Page 3**

ARTICLE 2. REPRESENTATIONS AND WARRANTIES **Page 3**

2.1 PROCUREMENT OF CONTRACT **Page 3**
2.2 CONFLICT OF INTEREST **Page 4**
2.3 FAIR PRACTICES **Page 4**

ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY **Page 5**

3.1 **Page 5**
3.2 **Page 5**
3.3 **Page 5**
3.4 **Page 5**

ARTICLE 4. COVENANTS OF THE CONTRACTOR **Page 5**

4.1 EMPLOYEES **Page 5**
4.2 INDEPENDENT CONTRACTOR STATUS **Page 6**
4.3 INSURANCE **Page 6**
4.4 PROTECTION OF CITY PROPERTY **Page 11**
4.5 CONFIDENTIALITY **Page 11**
4.6 BOOKS AND RECORDS **Page 12**
4.7 RETENTION OF RECORDS **Page 12**
4.8 COMPLIANCE WITH LAW **Page 12**
4.9 INVESTIGATION CLAUSE **Page 12**
4.10 ASSIGNMENT **Page 15**
4.11 SUBCONTRACTING **Page 15**
4.12 PUBLICITY **Page 16**
4.13 PARTICIPATION IN AN INTERNATIONAL BOYCOTT **Page 17**
4.14 INVENTIONS, PATENTS AND COPYRIGHTS **Page 17**
4.15 INFRINGEMENTS **Page 18**
4.16 ANTI-TRUST **Page 18**

ARTICLE 5. TERMINATION Page 18

ARTICLE 6. MISCELLANOUS Page 20

6.1 CONFLICT OF LAWS Page 20
6.2 GENERAL RELEASE Page 20
6.3 CLAIMS AND ACTIONS THEREON Page 20
6.4 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES Page 21
6.5 WAIVER Page 21
6.6 NOTICE Page 21
6.7 ALL LEAGL PROVISIONS DEEMED INCLUDED Page 22
6.8 SEVERABILITY Page 22
6.9 POLITICAL ACTIVITY Page 22
6.10 MODIFICATION Page 22
6.11 PARAGRAPH HEADINGS Page 23
6.12 NO REMOVAL OF RECORDS FROM PREMISES Page 23
6.13 INSPECTION AT SITE Page 23
6.14 MERGER Page 23
6.15 CONDITIONS PRECEDENT Page 23
6.16 PPB RULES Page 24
6.17 STATE LABOR LAW AND CITY ADMINISTRATIVE CODE Page 24
6.18 FORUM PROVISION CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE Page 25
6.19 E.O. 50 APPENDIX A2 RIDER Page 26
6.20 NOISE CONTROL CODE PROVISIONS Page 28
6.21 LIQUIDATED DAMAGES Page 29
6.22 COPIES OF REPORTS Page 30
6.23 CONTRACTOR'S PERFORMANCE EVALUATION Page 30
6.24 CONTRACT CHANGES` Page 30
6.25 RESOLUTION OF DISPUTES Page 31
6.26 EXTENSION OF TIME FOR PERFORMANCE CONSTRUCTION AND CONSTRUCTION RELATED ONLY Page 37
6.27 EXTENSION OF TIME FOR PERFORMANCE (NON-CONSTRUCTION ONLY) Page 40
6.28 NO DAMAGE FOR DELAY Page 41
6.29 PROMPT PAYMENT Page 41

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 <u>EMPLOYEES</u>

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. <u>Minimum Wage</u>

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 convenants 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. <u>Required Insurance Coverage:</u> 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. **<u>Commercial General Liability.</u> 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. **<u>Workers' Compensation Insurance.</u> 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. **<u>Employers' Liability Insurance.</u> 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. **<u>Automobile Liability.</u> 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. **<u>Unemployment Insurance.</u> Before performing any work on this Contract, Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.**

6. **<u>Professional Liability.</u> 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 $3,000,000. 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) <u>General Requirements for Insurance Policies:</u>

1. **All required insurance policies shall be maintained with companies licensed and authorized to do business in the State eof 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. <u>Materiality/Non-Waiver:</u> 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 of 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 it 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 Contact 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 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 <u>forum non conveniens</u>; (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 <u>E.O. 50 APPENDIX A2 RIDER</u>

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**

(2) forms of compensation, layoff, termination, and all other terms and conditions of employment;

(3) 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;

(4) 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;

(5) 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

(6) 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 it 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 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. <u>Application for Extension of Time</u>

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 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. <u>Analysis and Approval of Time Extensions</u>

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. <u>Approval Mechanism for Time Extensions for Final or Substantial Completion Payments</u> – 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. <u>Assessment of Liquidated Damages</u> – 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 <u>EXTENSION OF TIME FOR PERFORMANCE (NON-CONSTRUCTION ONLY</u>

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 grater 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;

(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 contact, the contractor shall be liable for such difference in price fore 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

ENGINEERING SERVICE AGREEMENT (ESA) FOR DESIGN AND OTHER RELATED SERVICES, CITYWIDE

CONTRACT NO.: HBESA09C & HBESA09D

PIN: 84109MBBR393 & 84109MBBR394

Proposer:

Name: _____

Address: _____

_____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

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

Proposer's Authorized Representative:

Name: _____

Title: _____

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

Signature: _____ **Date:** _____

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

☐ **Yes** ☐ **No**

FORM - 2P

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: _____

PIN: _____

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

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

Addendum # 1, Dated:_____

Addendum # 2, Dated_____

Addendum # 3, Dated_____

Addendum # 4, Dated _____

Addendum # 5, Dated_____

Addendum # 6, Dated_____

Addendum # 7, Dated_____

Addendum # 8, Dated _____

Addendum # 9, Dated _____

Addendum #10, Dated _____

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name:_____

Proposer's Authorized Representative:

Name: _____

Title: _____

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)/ EXPERIENCE**
3. **FORM 3T - OVERALL PROJECT UNDERSTANDING AND APPROACH**
4. **FORM 4T - JOB TITLES AND HOURS PROPOSED**
5. **FORM 5T - NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS)**
6. **FORM 6T - DBE PARTICIPATION**
7. **FORM 330 - STANDARD FORM**

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 1T

QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)

PIN:84109MBBR393 & 84109MBBR394 **PROJECT NAME:** **Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide**

CONTRACT NO.:_____ CONSULTANT:_____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

DESCRIBE

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

1) **Proposer will include relevant experience in Bridge Design and Other Related Services work in the last five (5) years. Proposer should consider work with City, State, and Federal agencies and prior work (including over railroad), and demonstrated ability to complete these jobs in a timely fashion.**

2) **List all current and prior projects completed within the last five (5) years for Design and Other Related Services. Specifically identify whether any of those projects involved a scope similar to the referenced contract. For each project, provide the following information:**

- **Description/Name of Project**
- **Dollar Value of Project**
- **Contract Term**
- **Contract Status**
- **Owner/Client**
- **Owner Project Manager**
- **Telephone No.**
- **Email**

NYCDOT reserves the right to request data to verify information provided above.

3) **Provide a discussion on the form's ability to retain its employees. Complete the attrition chart below:**

Average attrition rate for past 3 calendar years:

Total number of technical employees as of August 1st of last year ___ . (a)
Number of technical employees who left firm during last calendar year ___ . (b)
Total number of technical employees as of August 1st of previous cal. year ___ . (c)
Number of technical employees who left firm during previous calendar year ___ . (d)
Total number of technical employees as of August 1st of 2nd previous cal. Year ___ . (e)
Number of technical employees who left firm during 2nd previous calendar year ___ . (f)

b/a = ___ (g) d/c = __ (h) f/e = __ (i)

Average attrition rate = (g+h+i) / 3 = ____.

NYCDOT reserves the right to request data to verify information provided in the attrition table.

FORM 2T

PROPOSED STAFF (RESUMES)/EXPERIENCE

PIN: 84109MBBR393 & 84109MBBR394 **PROJECT NAME:** **Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide**

CONTRACT NO.:_____ CONSULTANT:_____

PROPOSED STAFF:

1. **Provide an organization chart for staffing this project and attach resumes of all key personnel including any sub-consultants. The chart must provide the key personnel proposed titles/roles for this project.**

2. **Provide a description of all relevant experience for key personnel (including any sub consultants).**

   Specifically identify any current or prior key personnel experience with City, state and /or federal projects and projects (including over railroads).

   In each of the project descriptions, identify the owner/client, project manager, project engineer/resident engineers, the construction dollar value and the start date.

   Explain how past assignments of key personnel relate to their proposed assignments on this project.

3. **State the key personnel's commitment to and availability for the duration of this project.**

FORM 3T

OVERALL PROJECT UNDERSTANDING AND APPROACH

PIN:84109MBBR393 & 84109MBBR394

PROJECT NAME: Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide

PRIME CONSULTANT:_____ CONTRACT NO.: HBESA09C & HBESA09D

CONSULTANT ON THIS FORM:_____

OVERALL APPROACH TO PROJECT:

1. **Describe your overall approach and understanding to providing Design and Other Related Services for this project. Provide enough detail to permit NYCDOT to assess the extent of the proposer's understanding of potential problems and proposed solutions.**

2. **Describe your overall approach and explain the different tasks anticipated to be performed, their relationship, the extent to which they can be performed concurrently and the unique aspects of each task as they relate to this project.**

3. **Explain the duration of each task and demonstrate the Proposer's ability to complete these tasks on time with the proposed staffing. Please elaborate on how the positions assigned for this project as shown in your organization chart will assist you in the execution of each identified task.**

4. **Discuss any alternate tasks, or innovative approaches that would assist in the successful provision of services and/or best achieve the project goals and objectives.**

FORM 4T – JOB TITLES PROPOSED

PROJECT NAME: **Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide** **PIN: 84109MBBR393 & 84109MBBR394**

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES ☐ OTHER/_____

	(COLUMN 1) JOB TITLES/ ASCE/NICETGRADE
1.	PROJECT DIRECTOR (A-VII)
2.	PROJECT MANAGER (A-VI)
3.	PROJECT.ENGINEER (A-V)
4.	SR. ENGINEER (A-IV)
5.	ENGINEER (A-III)
6.	OFFICE ENGINEER (A-II)
7.	DRAFTER (N-III)
8.	DRAFTER TECHNICIAN (N-II)
9.	SR INSPECTOR (N-III)
10.	INSPECTOR (N-II)
11.	INSPECTOR (N-I)
12.	MOVABLE BRIDGE EXPERT (A-VII)
13.	PUBLIC OUTREACH MANAGER
14.	PUBLIC OUTREACH COORDINATOR
15.	HISTORIC ANALYST
16.	ENVIRONMENTAL INSPECTOR
17.	ARCHITECTURAL INSPECTOR (RA)
18.	GEOTECHNICAL EXPERT (A-VII)
19.	ARCHITECT (RA)
20.	CPM SCHEDULER (A-VI)
21.	SENIOR ESTIMATOR
22.	CHIEF SURVEYOR
23.	PARTY CHIEF
24.	INSTRUMENT PERSON
25.	ROD MAN
26.	MECHANICAL SPECIALIST (A-VI)
27.	MECHANICAL ENGR. (A-II)
28.	ELECTRICAL SPECIALIST (A-VII)
29.	ELECTRICAL ENGINEER (A-III)
30.	LANDSCAPE ARCHITECT
31.	ARBORIST
32.	INDUSTRIAL HYGENIST,CIH, CSP
33.	RESIDENT ENGINEER (A-V)
34.	ASS'T RESIDENT ENGINEER (A-III)
35.	SOFTWARE DEVELOPER

1. **Job titles proposed should be the same as those proposed on the Labor Cost Proposal form 4T1.**
2. **No salary information should be included on this form.**
3. **This form must be completed for the prime and each of the proposed sub-consultants (use additional pages, if necessary)**

FORM 5T
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: _____

CONTRACT NO.: _____

PROJECT NAME: _____

BIN: _____

DATE OF RFP: _____

FIRM NAME: _____

CONTACT PERSON: _____

PHONE NUMBER _____

ADDRESS OF OFFICE(S) TO PERFORM WORK

_____

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 <u>18 months</u>:

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 PROJECT	# OF TECHNICAL 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 5T
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.

Use the following as a ratings guide:

Calculate the Ratio of expected billable dollars per person per year vs. average billable dollars per person per year.

If:
EB$PY - expected billable dollars per person per year.
AB$PY - average billable dollars per person per year.
EB - expected billing dollars for next 18 months.
S - Total personnel minus administrative personnel.
Y - Yearly adjustment (converts 18 months into 1 year).

Assume: **AB$PY** = $60,000 and **Y** = 1.5 (18 / 12 = 1.5)

Then: **EB$PY = EB / S / Y and R = EB$PY / AB$PY X 100%**

If R is greater than or equal to 100%, a rating of 0 may be appropriate.
If R is equal to 75 %, a rating of 5 may be appropriate.
If R is less than or equal to 25%, a rating of 10 may be appropriate.

FORM 6T

DBE PARTICIPATION

PIN:_____ PROJECT NAME:_____

CONTRACT NO.:_____ CONSULTANT:_____

The NYC Department of Transportation requires firms to meet New York State's Disadvantaged Business Enterprise (DBE) utilization goal of **18%**. The successful proposers must show good faith efforts that it attempted to meet the DBE goal.

Participation by DBE Consultants: ☐ **Is being proposed**

Attach the following:

1. **Name(s) and Address(es) of proposed DBE firms.**
2. **Percentage(s) of assigned participation.**
3. **NYS DBE Certification(s)*.**

♦ **List of certified DBE firms can be obtained from the following website:**
http://biznet.nysucp.net/

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: **9000-0157**
Expires: 6/30/2007

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description
A01	Acoustics, Noise Abatement
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis
A03	Agricultural Development; Grain Storage; Farm Mechanization
A04	Air Pollution Control
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling
A06	Airports; Terminals and Hangars; Freight Handling
A07	Arctic Facilities
A08	Animal Facilities
A09	Anti-Terrorism/Force Protection
A10	Asbestos Abatement
A11	Auditoriums & Theaters
A12	Automation; Controls; Instrumentation
B01	Barracks; Dormitories
B02	Bridges
C01	Cartography
C02	Cemeteries *(Planning & Relocation)*
C03	Charting: Nautical and Aeronautical
C04	Chemical Processing & Storage
C05	Child Care/Development Facilities
C06	Churches; Chapels
C07	Coastal Engineering
C08	Codes; Standards; Ordinances
C09	Cold Storage; Refrigeration and Fast Freeze
C10	Commercial Building *(low rise)*; Shopping Centers
C11	Community Facilities
C12	Communications Systems; TV; Microwave
C13	Computer Facilities; Computer Service
C14	Conservation and Resource Management
C15	Construction Management
C16	Construction Surveying
C17	Corrosion Control; Cathodic Protection; Electrolysis
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
C19	Cryogenic Facilities
D01	Dams *(Concrete; Arch)*
D02	Dams *(Earth; Rock)*; Dikes; Levees
D03	Desalinization *(Process & Facilities)*
D04	Design-Build - Preparation of Requests for Proposals
D05	Digital Elevation and Terrain Model Development
D06	Digital Orthophotography
D07	Dining Halls; Clubs; Restaurants
D08	Dredging Studies and Design
E01	Ecological & Archeological Investigations
E02	Educational Facilities; Classrooms
E03	Electrical Studies and Design
E04	Electronics
E05	Elevators; Escalators; People-Movers
E06	Embassies and Chanceries
E07	Energy Conservation; New Energy Sources
E08	Engineering Economics
E09	Environmental Impact Studies, Assessments or Statements
E10	Environmental and Natural Resource Mapping
E11	Environmental Planning
E12	Environmental Remediation
E13	Environmental Testing and Analysis
F01	Fallout Shelters; Blast-Resistant Design
F02	Field Houses; Gyms; Stadiums
F03	Fire Protection
F04	Fisheries; Fish ladders
F05	Forensic Engineering
F06	Forestry & Forest products
G01	Garages; Vehicle Maintenance Facilities; Parking Decks
G02	Gas Systems (Propane; Natural, Etc.)
G03	Geodetic Surveying: Ground and Airborne
G04	Geographic Information System Services: Development, Analysis, and Data Collection
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
G06	Graphic Design
H01	Harbors; Jetties; Piers, Ship Terminal Facilities
H02	Hazardous Materials Handling and Storage
H03	Hazardous, Toxic, Radioactive Waste Remediation
H04	Heating; Ventilating; Air Conditioning
H05	Health Systems Planning
H06	Highrise; Air-Rights-Type Buildings
H07	Highways; Streets; Airfield Paving; Parking Lots
H08	Historical Preservation
H09	Hospital & Medical Facilities
H10	Hotels; Motels
H11	Housing *(Residential, Multi-Family; Apartments; Condominiums)*
H12	Hydraulics & Pneumatics
H13	Hydrographic Surveying

List of Experience Categories (Profile Codes)

Code	Description
I01	Industrial Buildings; Manufacturing Plants
I02	Industrial Processes; Quality Control
I03	Industrial Waste Treatment
I04	Intelligent Transportation Systems
I05	Interior Design; Space Planning
I06	Irrigation; Drainage
J01	Judicial and Courtroom Facilities
L01	Laboratories; Medical Research Facilities
L02	Land Surveying
L03	Landscape Architecture
L04	Libraries; Museums; Galleries
L05	Lighting (Interior; Display; Theater, Etc.)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)
M01	Mapping Location/Addressing Systems
M02	Materials Handling Systems; Conveyors; Sorters
M03	Metallurgy
M04	Microclimatology; Tropical Engineering
M05	Military Design Standards
M06	Mining & Mineralogy
M07	Missile Facilities (Silos; Fuels; Transport)
M08	Modular Systems Design; Pre-Fabricated Structures or Components
N01	Naval Architecture; Off-Shore Platforms
N02	Navigation Structures; Locks
N03	Nuclear Facilities; Nuclear Shielding
O01	Office Buildings; Industrial Parks
O02	Oceanographic Engineering
O03	Ordnance; Munitions; Special Weapons
P01	Petroleum Exploration; Refining
P02	Petroleum and Fuel (Storage and Distribution)
P03	Photogrammetry
P04	Pipelines (Cross-Country - Liquid & Gas)
P05	Planning (Community, Regional, Areawide and State)
P06	Planning (Site, Installation, and Project)
P07	Plumbing & Piping Design
P08	Prisons & Correctional Facilities
P09	Product, Machine Equipment Design
P10	Pneumatic Structures, Air-Support Buildings
P11	Postal Facilities
P12	Power Generation, Transmission, Distribution
P13	Public Safety Facilities
R01	Radar; Sonar; Radio & Radar Telescopes
R02	Radio Frequency Systems & Shieldings
R03	Railroad; Rapid Transit
R04	Recreation Facilities (Parks, Marinas, Etc.)
R05	Refrigeration Plants/Systems
R06	Rehabilitation (Buildings; Structures; Facilities)
R07	Remote Sensing
R08	Research Facilities
R09	Resources Recovery; Recycling
R10	Risk Analysis
R11	Rivers; Canals; Waterways; Flood Control
R12	Roofing
S01	Safety Engineering; Accident Studies; OSHA Studies
S02	Security Systems; Intruder & Smoke Detection
S03	Seismic Designs & Studies
S04	Sewage Collection, Treatment and Disposal
S05	Soils & Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling & Facilities
T01	Telephone Systems *(Rural; Mobile; Intercom, Etc.)*
T02	Testing & Inspection Services
T03	Traffic & Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers *(Self-Supporting & Guyed Systems)*
T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME		3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET		5. OWNERSHIP	
		a. TYPE	
2c. CITY	2d. STATE / 2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE		7. NAME OF FIRM *(If block 2a is a branch office)*	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
	Other Employees		
	Total		

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

SECTION VII

E) COST PROPOSAL FORMS PACKET

CONTENTS

COST PROPOSAL

1.	**FORM 4T1**	**LABOR COST PROPOSAL**
2.	**FORM 4T2**	**COST PROPOSAL SUMMARY**
3.	**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 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide** **PIN:** **84109MBBR393 & 84109MBBR394**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBESA09C & HBESA09D**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) AVERAGE HOURLY RATE (FY 2010)
1.	PROJECT DIRECTOR (A-VII)	$
2.	PROJECT MANAGER (A-VI)	$
3.	PROJECT.ENGINEER (A-V)	$
4.	SR. ENGINEER (A-IV)	$
5.	ENGINEER (A-III)	$
6.	OFFICE ENGINEER (A-II)	$
7.	DRAFTER (N-III)	$
8.	DRAFTER TECHNICIAN (N-II)	$
9.	SR INSPECTOR (N-III)	$
10.	INSPECTOR (N-II)	$
11.	INSPECTOR (N-I)	$
12.	MOVABLE BRIDGE EXPERT (A-VII)	$
13.	PUBLIC OUTREACH MANAGER	$
14.	PUBLIC OUTREACH COORDINATOR	$
15.	HISTORIC ANALYST	$
16.	ENVIRONMENTAL INSPECTOR	$
17.	ARCHITECTURAL INSPECTOR (RA)	$
18.	GEOTECHNICAL EXPERT (A-VII)	$
19.	ARCHITECT (RA)	$
20.	CPM SCHEDULER (A-VI)	$
21.	SENIOR ESTIMATOR	$
22.	CHIEF SURVEYOR	$
23.	PARTY CHIEF	$
24.	INSTRUMENT PERSON	$
25.	ROD MAN	$
26.	MECHANICAL SPECIALIST (A-VI)	$
27.	MECHANICAL ENGR. (A-II)	$
28.	ELECTRICAL SPECIALIST (A-VII)	$
29.	ELECTRICAL ENGINEER (A-III)	$

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 maximum escalation factor "D" indicated in the shaded area shall not be changed.
5. Total Multiplier (M) shall be rounded off to three (3) decimal figures. Total Labor Cost (C) and Column 4 & Column 5 entries shall be rounded off to two (2) decimal places.
6. The interim multiplier will be based on currently available information on Consultant Company's overhead and profit. This multiplier is subject to audit and revision on an annual basis when the actual overhead information for the respective year becomes available. Suitable adjustments to the previous payments will be made accordingly upon completion of Task Order(s) and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Task Order(s) by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide** **PIN:** **84109MBBR393 & 84109MBBR394**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBESA09C & HBESA09D**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) AVERAGE HOURLY RATE (FY 2010)
30.	LANDSCAPE ARCHITECT	$
31.	ARBORIST	$
32.	INDUSTRIAL HYGENIST, CIH, CSP	$
33.	RESIDENT ENGINEER (A-V)	$
34.	ASS'T RESIDENT ENGINEER (A-III)	$
35.	SOFTWARE DEVELOPER	$

			(T)
INTERIM OVERHEAD FACTOR	**(A)**		**(A)**
PROFIT FACTOR	**(B)**		**(B)**
INTERIM MULTIPLIER (*)		**(1+A)X(1+B)**	**(M)**
TOTAL LABOR COST (T x M)			**$** **(C)**
TOTAL LABOR ESCALATED TO PROJECT MIDPOINT	**MAXIMUM ESCALATION FACTOR =**		**1.04 (D)**
GRAND TOTAL COST (C X D)			

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 maximum escalation factor "D" indicated in the shaded area shall not be changed.
5. Total Multiplier (M) shall be rounded off to three (3) decimal figures. Total Labor Cost (C) and Column 4 & Column 5 entries shall be rounded off to two (2) decimal places.
6. The interim multiplier will be based on currently available information on Consultant Company's overhead and profit. This multiplier is subject to audit and revision on an annual basis when the actual overhead information for the respective year becomes available. Suitable adjustments to the previous payments will be made accordingly upon completion of Task Order(s) and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Task Order(s) by the Agency at the discretion of the Agency.

FORM 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Engineering Service Agreement (ESA) for Design and Other Related Services, Citywide** **PIN:** **84109MBBR393 & 84109MBBR394**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBESA09C & HBESA09D**

	(COLUMN 1) CONSULTANT	(COLUMN 2) DIRECT NON-SALARY COST
1.		$
2.		$
3.		$
4.		$
5.		$
6.		$
7.		$
8.		$
9.		$
	TOTALS	**$250,000**

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 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) VENDEX REQUIREMENT & CONFIRMATION OF VENDEX COMPLIANCE

ATTACHMENT F

VENDEX Requirements

Pursuant to Section 6-112.2(b) of the New York City Administrative Code, all vendors that are under consideration for the award of a sole source contract or a contract valued at $100,000 or more, or whose aggregate business with the City in the last 12 months, including the proposed contract, is $100,000 or more, must complete and submit a VENDEX Business Entity or Not-For-Profit Organization Questionnaire when notified by the Agency. The principals and individuals thereof must also submit a Principal of Individual Questionnaire.

Upon selection, the successful proposer (including their subconsultants) will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification, the proposer must submit a Confirmation of Vendex Compliance to the NYCDOT Vendor Responsibility Unit within five days of official notification.(Section VII, Attachment F). A form for this confirmation is set forth in the RFP.

The proposer is advised that Vendex Questionnaires and procedures have changed. See www.nyc.gov/vendex to download the new VENDEX Questionnaires and a Vendor's Guide to VENDEX or contact NYCDOT's Vendor Responsibility Unit at 212-442-7757.

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

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

ATTACHMENT F

CONFIRMATION OF VENDEX COMPLIANCE

The Proposer (including its subconsultant) shall submit this Confirmation of Vendex Compliance

Name of Proposer: _____

Proposer's Address: _____

Proposer's Telephone Number: _____

Proposer's Fax Number: _____

Date of Proposal Submission: _____

Project ID: _____

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

SECTION VII

G) LOCAL LAW 34:
DOING BUSINESS DATA FORM AND INSTRUCTIONS

(To be submitted as a separate sealed envelope along with the Technical Proposal)

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

Doing Business Data Form

To be completed by the City Agency prior to distribution

Agency: _____ Transaction ID: _____

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

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

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

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

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

Entity is a Non-Profit: ☐ Yes ☐ No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

☐ This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

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

Chief Financial Officer (CFO) or equivalent officer

☐ This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

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

Chief Operating Officer (COO) or equivalent officer

☐ This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

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

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

☐ Other (explain): _____

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

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

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

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

Printed on paper containing 30% post-consumer material

DOING BUSINESS ACCOUNTABILITY PROJECT

QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM

What is the purpose of this *Data Form*?

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

Why have I received this *Data Form*?

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

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

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

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

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

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

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

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

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

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

Printed on paper containing 30% post-consumer material

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5/16/08

SECTION VII

H) FHWA Requirements

SECTION VII

I) FTA REQUIREMENTS & STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY REQUIREMENTS

This contract is subject to the Federal Transit Administration (FTA) requirements for implementing the U.S. Department of Transportation (USDOT) regulations for the following areas:

1. FLY AMERICA (49 U.S.C. § 40118, 41 CFR Part 301-10)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that the New York City Department of Transportation, (NYCDOT) of Federal funds and its Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA (49 U.S.C. 5323 (j) 49 CFR Part 661)

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49CFR661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds.

Separate requirements for rolling stock are listed in 49 CFR 661. Rolling stock must be assembled in the United States and have a minimum of 60 percent domestic content.

A bidder or offeror must submit to NYCDOT the appropriate Buy America certifications with all bids on FTA-funded contracts, except those subject to a general waiver.

3. CARGO PREFERENCE (46 U.S.C. § 55305, 46 CFR Part 381)

The Contractor agrees: (a.) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b.) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to NYCDOT (through the Contractor in the case of a Subcontractor's bill-of-lading) (c.) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq., 49 CFR Part 41)

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

5. ENERGY CONSERVATION (42 U.S.C. §§ 6321 et seq., 49 CFR 18)

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. CLEAN WATER (33 U.S.C. §§ 1251)

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to NYCDOT and understands and agrees that NYCDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

7. BUS TESTING (49 U.S.C. 5324 (c), 49 CFR Part 665)

The Contractor agrees to comply with 49 USC 5323 and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

8. PRE-AWARD AND POST DELIVERY AUDITS OF ROLLING STOCK REQUIREMENTS (49 CFR Part 663)

The Contractor agrees to comply with 49 U S C 5323 and FTA's implementing regulation 49 CFR Part 663 and to submit the following certifications for pre-award and post delivery audit requirements for all purchases of rolling stock :

1) Buy America Requirements: The contractor shall complete and submit a declaration certifying either compliance or non-compliance with Buy America. If the bidder/offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
(3) Federal Motor Vehicle Safety Standards (FMVSS): the Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) a manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations. It is acceptable that the Contractor use one certification of FMVSS compliance as long as the certifications cover both audits.

9. LOBBYING (31 USC 1352, 49 CFR Parts 19 and 20)

The Contractor who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Parts 19 and 20, "New Restrictions on Lobbying". Each tier of Contractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to NYCDOT.

10. ACCESS TO RECORDS AND REPORTS (49 CFR 5325, 18 CFR 18.36(i), 49 CFR 633.17)

The Contractor shall comply with the following access to records requirements:

1. In accordance with 18 CFR 18.36(i), the Contractor agrees to provide NYCDOT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where NYCDOT, in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) (1) through other than competitive bidding, the Contractor shall make available records related to the contract to NYCDOT, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts, reports and other related documents required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NYCDOT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (Reference 49 CFR 18.39 (i)(11).

5. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition Rolling Stock	Professional Services
I . State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/ Capital Projects		None None unless non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/ 5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II . Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed non-state Grantee pass thru Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

[1] 49 USC 5325 (a)

[2] 49 CFR 633.17

[3] 18 CFR 18.36 (i)

SAT: Source Acquisition Threshold

11. FEDERAL CHANGES (49 CFR Part 18)

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NYCDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12. BONDING

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of NYCDOT, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

c. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than $1 million;

(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to NYCDOT and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NYCDOT to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NYCDOT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NYCDOT, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NYCDOT's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by NYCDOT as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NYCDOT for the damages occasioned by default, then the undersigned bidder agrees to indemnify NYCDOT and pay over to NYCDOT the difference between the bid security and NYCDOT's total damages, so as to make NYCDOT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the NYCDOT determines that a lesser amount would be adequate for the protection of NYCDOT.

2. The NYCDOT may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NYCDOT may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million.

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, (NYCDOT) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect NYCDOT's interest. The FTA requirements apply to first tier subcontractors as well as the Contractor.

(a) The following situations may warrant a performance bond:

1. NYCDOT's property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. The Contractor sells assets to or merges with another concern and NYCDOT after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100% of the original contract price, unless NYCDOT determines that a lesser amount would be adequate for the protection of NYCDOT.

2. NYCDOT may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100% of the increase in contract price. NYCDOT may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in NYCDOT's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million;

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NYCDOT shall determine the amount of the advance payment bond necessary to protect NYCDOT.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NYCDOT shall determine the amount of the patent indemnity to protect NYCDOT.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to NYCDOT, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by NYCDOT, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by NYCDOT and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NYCDOT. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NYCDOT written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

13. CLEAN AIR(42 U.S.C. §§ 7401 et seq, 40 CFR 15.61, 49 CFR Part 18)

(1) The Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall agree to report each violation to NYCDOT and understands and agrees that NYCDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor shall also agree to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. RECYCLED PRODUCTS (42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873)

The Contractor shall agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

15. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

1) **Minimum wages -** (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - NYCDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NYCDOT may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NYCDOT for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all Subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - NYCDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

(1) NYCDOT and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NYCDOT, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

18. FRAUD OR FRAUDULENT STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD (31 U.S.C. 3801 et seq, 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307)

The Contractor acknowledges and agrees that:
(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq*., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

19. TERMINATION (49 U.S.C. Part 18, FTA Circular 4220.1F (formerly 4220.1E)

The Contractor agrees to include these provisions in all subcontracts in excess of $10,000.

a. Termination for Convenience (General Provision) NYCDOT may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NYCDOT to be paid to the Contractor. If the Contractor has any property in its possession belonging to NYCDOT, the Contractor will account for the same, and dispose of it in the manner NYCDOT directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, NYCDOT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by NYCDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, NYCDOT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) NYCDOT, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to NYCDOT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the period of time specified by NYCDOT after receipt by Contractor or written notice from NYCDOT setting forth the nature of said breach or default, NYCDOT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude NYCDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that NYCDOT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by NYCDOT shall not limit NYCDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, NYCDOT may terminate this contract for default. NYCDOT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of NYCDOT.

f. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, NYCDOT may terminate this contract for default. NYCDOT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, NYCDOT may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to NYCDOT resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by NYCDOT in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of NYCDOT, acts of another Contractor in the performance of a contract with NYCDOT, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies NYCDOT in writing of the causes of delay. If in the judgment of NYCDOT, the delay is excusable, the time for completing the work shall be extended. The judgment of NYCDOT shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of NYCDOT.

g. Termination for Convenience of Default (Cost-Type Contracts) NYCDOT may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of NYCDOT or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from NYCDOT, or property supplied to the Contractor by NYCDOT. If the termination is for default, NYCDOT may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NYCDOT and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of NYCDOT, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, NYCDOT determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, NYCDOT, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) (49 CFR 29.220(b), 49 CFR 29.940 and 49 CFR 29.945, Executive Orders 12549/12689)

Executive Orders 12549/12689, as implemented by 49 CFR Part 29, prohibits NYCDOT and sub-grantees from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, NYCDOT is required to submit a certification to the effect that NYCDOT will not enter into contracts over $25,000 with suspended or debarred contractors and that they will require the Contractors (and subcontractors) to make the same certification to them. The Contractor agrees to include these provisions in its subcontracts over $25,000.

The certification in this requirement is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NYCDOT may pursue available remedies, including suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. PRIVACY ACT (5 U.S.C. 552)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

22. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60 et seq.)

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § §621 through 634 and 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor shall also agree to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments that the FTA may issue.

(d) Limited English Proficiency (LEP) - Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note, and USDOT/FTA , "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005. Contractors will comply, based on in receipt of Federal funding through NYCDOT and assisting NYCDOT in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations in accordance to FTA Circular 4702.1.

(e) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23. BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18, FTA Circular 4220.1F)

All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. FTA will not substitute its judgment for that of NYCDOT unless the matter is primarily a federal authority having proper jurisdiction.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NYCDOT [title of employee]. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by NYCDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NYCDOT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which NYCDOT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NYCDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

24. STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the NYCDOT's procurement documents, NYCDOT should consult with its legal division.

25. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26)

In accordance to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The NYCDOT's overall goal for DBE participation is 11**%.** Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NYCDOT deems appropriate. Within each subcontract, the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26. Award of this contract is conditioned on submission of the following:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the NYCDOT**.** In addition**,** the Contractor may not hold retainage from its Subcontractors. The Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The Contractor is required to return any retainage payments to those Subcontractors within 30 days after incremental acceptance of the Subcontractor's work by the NYCDOT and Contractor's receipt of the partial retainage payment related to the Subcontractor's work.

e. The Contractor must promptly notify NYCDOT, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NYCDOT.

26. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of NYCDOT's requests which would cause NYCDOT to be in violation of the FTA terms and conditions.

27. DRUG AND ALCOHOL TESTING (49 U.S.C. § 5331, 49 CFR Parts 653 and 654)

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require that NYCDOT ensures that any entity performing a safety-sensitive function on NYCDOT's behalf (usually Contractor and/or Contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on NYCDOT's compliance with the rules; thus, NYCDOT is not in compliance with the rules unless every entity that performs a safety-sensitive function on NYCDOT's behalf is in compliance with the rules. Third, the rules do not specify how NYCDOT ensures that its Contractors comply with them.

NYCDOT does so depends on several factors, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that NYCDOT has with the Contractor, and the financial resources available to NYCDOT to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways that NYCDOT can ensure that it's Contractor and/or contractors comply with the rules.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of New York, or NYCDOT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 30th and to submit the Management Information System (MIS) reports before March 15th to the Commissioner of NYCDOT or designee. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Contractor agrees further to [Select a, b, or c] (a) submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt NYCDOT's policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before January 30th, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: (to be determined by NYCDOT, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

Appendix A

Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

SECTION VII

J) FHWA/FTA Forms