Michael R. Bloomberg
Mayor

The City of New York
Department of Transportation
Division of Bridges

Janette Sadik-Khan
Commissioner

REQUEST FOR PROPOSALS

FOR

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

CONTRACT NO.: HBCR03A

E-PIN: 84112P0003

PIN: 84112MBBR608

Location	Bin. No	Borough
2781 EB (BQE) / Washington St.	2-23041-0	Brooklyn
HHP NB / Ramp to 96TH ST	2-22931-2	Manhattan
Knapp ST. / BSHP	2-23144-9	Brooklyn
150th St. / BCIP	2-23195-0	Queens
147th St. / BCIP	2-23198-0	Queens
Freemont Ave Ped Br / SIRT South shore	2-24945-0	Staten Isl.
South of Tillary St. / Navy St.	2-24444-0	Brooklyn
Northern Blvd. W.B / Flushing River	2-05580-1	Queens
Northern Blvd. E.B / Flushing River	2-05580-2	Queens
Grand Concourse/ E 174th Street	2-24231-9	Bronx

RELEASE DATE OF THE RFP: **January 30, 2012**

ANTICIPATED CONTRACT TERM: **1825 Consecutive Calendar Days from the Date of Written Notice to Proceed for the Preliminary Design Phase until the Final Completion of Construction Contract.**

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 DOT

Department of Transportation

JANETTE SADIK-KHAN, Commissioner

January 30, 2012

Re: Request for Proposals for
Total Design and Construction Support Services for
Component Rehabilitation of 10 Bridges, Citywide
E-Pin No. 84112P0003
Pin No. 84112MBBR608
Contract No. HBCR03A

To Whom It May Concern:

I am pleased to invite your organization to submit a proposal for Total Design and Construction Support Services for the Component Rehabilitation of 10 Bridges, Citywide to assist the Division of Bridges with its Capital Infrastructure Improvement Program. Specifically, the proposal will be for Engineering Services in connection with the above noted contract.

Enclosed for your use in developing your proposal is a set of forms with instructions for the above-referenced project. Be further advised that the selected proposer should not subcontract more than 49% of the contract work. In addition, please ensure compliance with all M/WBE requirements as incorporated in this contract. ***Schedule B: Subcontractor Utilization Plan must be submitted in a separate sealed envelope along with the proposal package.*** 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 February 27, 2012 between the hours of 9:00am and 2:00pm <u>only</u> 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 invitation must be faxed to Dr. Paul-Michael-Kazas at (212)839-4043 on or before February 7, 2012. If you need to contact my office by telephone, please call (212)839-6314 or e-mail at pkazas @dot.nyc.gov.

Very truly yours,

Dr. Paul Michael Kazas
Director of Capital Procurement

Enclosure

NYC Department of Transportation
Division of Bridges
55 Water Street, New York, NY 10041
T: 212-839-6300 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): Contract No. **HBCR03A**, E-PIN **84112P0003** PIN **84112MBBR608**Fax #		
RFP Contract Title (Fill in): **TD/CSS for Component Rehabilitation of 10 Bridges, 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) Site Visit and/or Inspection of Materials
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) Exclusion from Participation in Subsequent Solicitation(s)

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

A) Agency Goals and Objectives
B) Agency Assumptions Regarding Consultant Approach
C) Participation by Minority Owned and Women-Owned Business Enterprises in City Procurement
D) 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) Component 1: Procedural Forms
   2) Component 2A: Proposal (Technical) Forms
   3) Component 2B: Schedule B
   4) Component 3: Cost Proposal
   5) Component 4: Local Law 34 – 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, & Preparation of Record Drawings and Electronic Media
B) General Provisions (Appendix A) & MacBride Principles Provisions
C) Procedural Forms Package
D) Proposal (Technical) Forms Package
E) Cost Proposal Forms Package
F) Minority/Women Business Enterprise Program
G) Vendex Requirements & Confirmation of Vendex Compliance
H) Local Law 34 - Doing Business Instructions and Data Form

SECTION I - TIMETABLE

A. Release Date of the Request for Proposals:

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 20 days prior to the proposal due date to the Authorized Agency Contact Person, since the Agency will not entertain any questions received after the 20 days prior to the proposal due date.

B. Site Visit and/or Inspection of Materials:

The Agency has the sole discretion in its determination whether site visits for the corresponding project may take place; however, plans and specifications are available for your review upon request. Appointments for site visits and to review the materials must be made to the Authorized Agency Contact Person.

C. Proposal Due Date and Time and Location:

Date: **February 27, 2012**
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 Agency is seeking an appropriately qualified vendor to provide Total Design and Construction Support Services that includes the preparation of designs, bridge studies, preliminary design, final design, the preparation of construction support documents; and bid analysis services in support of the letting of the construction for Component Rehabilitation of 10 Bridges, Citywide.

B. Anticipated Contract Term

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

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

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

Anticipated Time Required for completion of Phase III, Construction Support Services: **1095** consecutive calendar days.

C. Anticipated Payment Structure

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

D. Exclusion from Participation in Subsequent Solicitation(s)

This RFP is for the Total Design & Construction Support Services for the Component Rehabilitation of 10 Bridges, 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 III - SCOPE OF SERVICES

A. Agency Goals and Objectives

The agency's goals and objectives are to acquire quality Total Design and Construction Support Services to ensure the safety of New York City bridges in relation to their structural integrity and repair 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. Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

This procurement is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program created by Local Law No. 129 of 2005, which added Section 6-129 to the Administrative Code of the City of New York. The requirements of M/WBE participation for this procurement are set forth in Section VII, Attachment F - Minority/Women Business Enterprise Program/Schedule B. The selected proposer must comply with all M/WBE requirements in this procurement and the subsequent negotiated Contract. The participation goals established for this contract are set forth in Section VII, Attachment G. M/WBE firms must be certified by the Department of Small Business Services ("DSBS") to be eligible for participation. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc,gov/getcertified, by e-mailing mwbe@sbs.nyc.gov or lbe@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William Street, New York, New York 10038, 7th Floor. Eligible firms that have not yet been certified may contact DSBS (as indicated above) in order to seek certification.

NOTE: Proposers who intend to subcontract services to M/WBE firm(s) shall include such services in Schedule B, provided the dollar amount intended to be subcontracted is under $1 million for each subcontract. The agency shall consider such subcontract(s) as part of the proposers' utilization plan.

Rejection of the Proposal

The proposer must fully complete the Subcontractor Utilization Plan set forth in Section VII, Attachment F. Proposals that do not include a completed Subcontractor Utilization Plan will be deemed to be non-responsive, unless a full or partial waiver of the Target Subcontracting Percentage is granted. In the event that the proposer does not intend to award the Target Subcontracting Percentage, the proposal will be deemed to be non-responsive, unless the Agency has granted a waiver of the target Subcontracting Percentage (Subcontractor Utilization Plan, Part III).

For additional information on the requirements of M/WBE participation for this procurement, please refer to Section VII, Attachment F – Notice to all Prospective Contractors & Schedule B.

D. Compliance with Local Law 34 of 2007 (See Attachment 'H')

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 Five (5) 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, Schedule B, Forms 4T1, 4T2, & 4T3).

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

A. Proposal Format

1. Component 1: Procedural Forms

A Procedural Forms Package has been supplied with this Request for Proposals and should be fully completed and included in a separate sealed envelope in the proposal package as follows:

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

The Original Procedural Forms Package should include all completed Procedural forms, required procedural documents, signed certifications and Supplementary information.

2. Component 2A: Proposal (Technical) Forms

A Proposal Package has been supplied with this Request for Proposals and should be fully completed and included in a separate sealed envelope in the proposal package as follows:

FORM 1T	**DEMONSTRATED QUANTITY AND QUALITY OF SUCCESSFUL RELEVANT 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.)**

Note: All prospective proposers are hereby advised that their proposals will be evaluated based on the information provided on Forms 1T, 2T, 3T, 4T and 5T.

3. Component 2B: Schedule B Subcontractor Utilization Plan

Subcontractor Utilization Plan should be submitted in a separate sealed envelope along with the Proposal Package

4. Component 3: Cost Proposal

A Cost Proposal Package has been supplied with this Request for Proposals and should be fully completed and ONLY one (1) original set should be submitted in a separate sealed envelope in the 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 PACKAGE.

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.

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

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

All components should be individually sealed and labeled (i.e., **Component 1, Component 2A, Component 2B, 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

E-PIN No. 84112P0003
PIN No. 84112MBBR608
CONTRACT NO. HBCR03A
TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
COMPONENT REHABILITATION OF 10 BRIDGES, CITYWIDE
PROPOSAL SUBMISSION DEADLINE IS February 27, 2012.
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 Package 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** – Submit one (1) original set
(To be submitted in a separate sealed envelope along with the Proposal Package)

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

2 **COMPONENT 2A** – Submit one (1) original and four (4) copies
(To be submitted in a separate sealed envelope along with the Proposal Package)

☐ 1T Demonstrated Quantity and Quality of Successful Relevant 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.)

3. **COMPONENT 2B-** Submit ONLY one (1) original set

☐ SCHEDULE B SUBCONTRACTOR UTILIZATION PLAN
(To be submitted in a separate sealed envelope along with the Proposal Package)

4. **COMPONENT 3: COST PROPOSAL** – Submit ONLY one (1) original set
(To be submitted in a separate sealed envelope along with the Proposal Package)

COST PROPOSAL

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

5. **COMPONENT 4: LOCAL LAW 34 –"Doing Business Data Form"**-
Submit ONLY one (1) original set

☐ Doing Business Data Form

(To be submitted in a separate sealed envelope along with the Proposal Package)

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 Proposal Packages, 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 City's Quality Based Selection Method (QBS). The price proposal of ONLY the highest technically ranked firm 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 proposal by the CSC, the Agency then consider price by negotiating a fair and reasonable price with the highest technically ranked proposer. In the event that the Agency has chosen to negotiate a fair and reasonable price with the highest technically ranked proposer, if such a fee is not successfully negotiated, the Agency may conclude such negotiations, and enter into negotiations with the next highest technically ranked vendor(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 and cost terms.

B. Evaluation Criteria

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

1. Demonstrated Quantity and Quality of Successful Relevant Experience	55%
2. Quality of Proposed Approach	40%
3. Demonstrated Level of Organizational Capability	5%
	100%

C. Basis for Contract Award

A contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Award of this contract shall be subject to timely completion of contract negotiation between the Agency and the selected proposer.

D. Exclusion from Participation in Subsequent Solicitation(s)

This RFP is for the Total Design & Construction Support Services for the Component Rehabilitation of 10 Bridges, 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 A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. 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 the PPB 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 PPB Rules, it is the City's policy 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. Vendex Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to $1 million) (above $1 million).

M. Charter Section 312(a) Certification. [IF APPLICABLE] The Agency has determined that the contract(s) to be awarded through this Request for Proposals **(E-Pin: 8484112P0003, Pin: 84112MBBR608)** Total Design & Construction Support Services for the Component Rehabilitation of 10 Bridges, Citywide will not directly result in the displacement of any New York City employee.

for _____ (Commissioner) (Agency Chief Contracting Officer)

1/19/2012
Date

Message from the NYC Vendor Enrollment Center: ***Get on mailing lists for NYC contract opportunities!***

Submit a NYC-FMS Vendor Application - Call 212/857-1680

SECTION VII

ATTACHMENTS

A) Proposed Contractual Agreement,
Procedures for Bridge Reconstruction Project Report, &
Specifications for the Preparation of Record Drawings and Electronic Media

B) General Provisions (Appendix A) &
MacBride Principles Provisions
(To be submitted in a separate sealed envelope along with the Proposal Package)

C) Procedural Forms Package
(To be submitted in a separate sealed envelope along with the Proposal Package)

D) Proposal (Technical) Forms Package
(To be submitted in a separate sealed envelope along with the Proposal Package)

E) Cost Proposal Forms Package
(To be submitted in a separate sealed envelope along with the Proposal Package)

F) Minority / Women Owned Business Enterprise Program
(To be submitted in a separate sealed envelope along with the Proposal Package)

G) Confirmation of Vendex Compliance

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

SECTION VII

A) PROPOSED CONTRACTUAL AGREEMENT

PROCEDURES FOR BRIDGE RECONSTRUCTION PROJECT REPORT

SPECIFICATIONS FOR THE PREPARATION OF DRAWINGS AND ELECTRONIC MEDIA

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

CONTRACT NO.: HBCR03A

E-PIN: 84112P0003

PIN: 84112MBBR608

Location	Bin. No	Borough
2781 EB (BQE) / Washington St.	2-23041-0	Brooklyn
HHP NB / Ramp to 96TH ST	2-22931-2	Manhattan
Knapp ST. / BSHP	2-23144-9	Brooklyn
150th St. / BCIP	2-23195-0	Queens
147th St. / BCIP	2-23198-0	Queens
Freemont Ave Ped Br / SIRT South shore	2-24945-0	Staten Isl.
South of Tillary St. / Navy St.	2-24444-0	Brooklyn
Northern Blvd. W.B / Flushing River	2-05580-1	Queens
Northern Blvd. E.B / Flushing River	2-05580-2	Queens
Grand Concourse/ E 174th Street	2-24231-9	Bronx

SCOPE OF WORK

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

CONTRACT NO.: HBCR03A

E-PIN: 84112P0003

PIN: 84112MBBR608

1. **General Description of Work:**

BIN: 2-23041-0; 2-22931-2; 2-23144-9; 2-23195-0; 2-23198-0; 2-24945-0; 2-24444-0; 2-05580-1; 2-05580-2, & 2-24231-9

The Scope of Work for each of the ten bridges covered by this contract shall include, **but not be limited,** to the following major elements:

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

B. Prepare preliminary plans for the elements to be rehabilitated or replaced. Prepare Inspection reports and provide recommendations along with three alternative options for rehabilitation / replacement with cost estimates. Perform survey and prepare existing drawings / plans when necessary or as directed by DOT. Perform traffic data survey if directed by DOT's Office of Construction Mitigation and Coordination (OCMC). Perform environmental/ hazardous material sampling when repair necessary or as directed by DOT.

C. Coordinate with all potential affected governmental agencies (also refer to Specific Requirements Section A 14 – 16, page SR-4) and obtain comment on preliminary design plans.

D. Prepare final design plans (incorporating all comments from all affected agencies on preliminary design and plan), redistribute to all agencies and obtain comment on final plans.

E. Obtain traffic stipulations from OCMC and finalize Work Zone Traffic control plans for the construction period.

F. Deliver Final Design Plans and Final Contract Documents.

G. Perform Construction Support Services.

Target Sub Contracting and M/WBE %age Goal:

The target subcontracting and M/WBE percentage goal for Total Design Contract (DTL only) is provided in schedule B.

2. Preliminary and Final Design Services Time of Completion Schedule:

TABLE 1- TIME DATA

BIN: 2-23041-0; 2-22931-2; 2-23144-9; 2-23195-0; 2-23198-0; 2-24945-0; 2-24444-0; 2-05580-1; 2-05580-2; & 2-24231-9

Following are the Consecutive Calendar Day (CCD) Requirements for Ten Bridges:

Target A	Target B	Target C	Target D	Target E	Total Design
90 CCD	150 CCD	150 CCD	150 CCD	190 CCD	730 CCD

NOTES:

Targets A & B (90CCD + 150CCD = 240CCD's from Notice to Proceed) are for the preliminary design part of the contract. Ten bridges preliminary design plans are to be prepared as one contract plan.

Targets C, D & E (150CCD + 150CCD + 190CCD = 490CCD's from Notice to Proceed for final design) are for final design part of the contract. Ten bridges final design plans and contract documents are to be prepared as one contract.

Target Date A (90CCD): Perform an in-depth inspection to evaluate the substandard components on the structure, on the approaches and under the structure and document them on a substandard feature list. This will determine the location and extent of deterioration in the various elements of the bridge thereby establishing the suitable rehabilitation / replacement scheme. Prepare Bridge Rehabilitation Project Report (BRPR) inclusive of inspection report and three alternative proposals with cost for rehabilitation/ replacement. Consultant is required to reach out to the project group for this contract to determine the necessity of preparing / analyzing certain sections of BRPR, e.g. seismic analysis, moveable bridges. In addition to this if any bridge is identified by NYSDOT as being located in zone that requires seismic retrofit, preparation of a detailed BRPR will be required.

Target Date B (150CCD): Prepares preliminary plans for the elements to be rehabilitated or replaced and circulate to all affected agencies for review and comments.

Target Date C (150CCD): Coordinates with all affected agencies and obtain design approval.

Target Date D (150CCD): Prepare final design plans and circulate to all affected agencies for final review.

Target Date E (190CCD): Deliver Final Design Plans and Final Contract Documents.

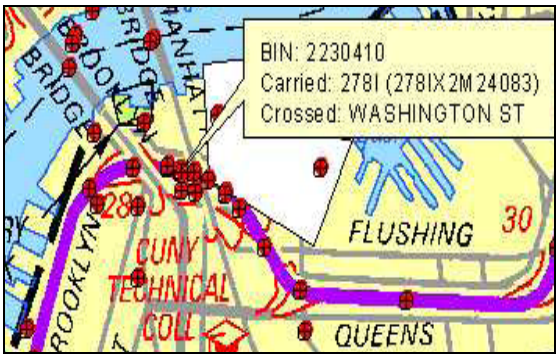
3. CONSTRUCTION SUPPORT SERVICES (CSS) TIME OF COMPLETION (1095 CCD from Notice to Proceed for Construction Contract).

CONSTRUCTION SCOPE OF WORK:

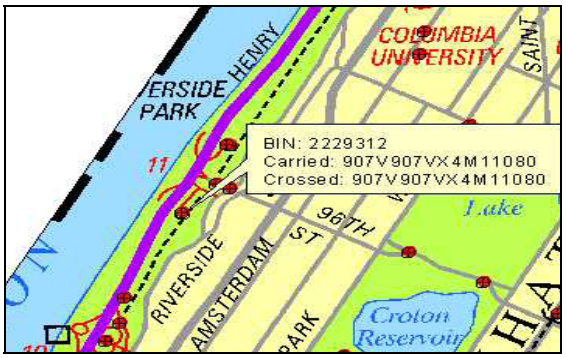
1. FEATURE CARRIED: 2781 EB (BQE); CROSSED: WASHINGTON STREET BOROUGH OF BROOKLYN; BIN: 2-23041-0

The rehabilitation of this single span steel stringer multi girder bridge is required based on the general recommendation rating of 4.438 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair joints
- Deck repair,
- Repair bearing & pedestals
- Repair abutment backwall/ breastwall
- Approach pavement repair
- Repair curb, guide rail
- Perform lighting improvement and provide work zone traffic control.



1. Location BIN 2-23041-0



2. Location BIN 2-22931-2

2. FEATURE CARRIED: HHP NB; FEATURE CROSSED: RAMP TO 96th ST. BOROUGH OF MANHATTAN BIN: 2-22931-2

The rehabilitation of this single span steel stringer multi girder bridge is required based on the general recommendation rating of 4.364 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair bridge underdeck unsound concrete
- Repair abutment stem (breast wall), diaphragm
- Repair bridge deck wearing surface,
- Repair guide railing, safety walk, and perform work zone traffic control.

3. FEATURE CARRIED: KNAPP STREET.; FEATURE CROSSED: BSHP BOROUGH OF BROOKLYN; BIN: 2-23144-9

The rehabilitation of this single span steel stringer multi girder bridge is required based on the general recommendation rating of 4.391 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair bridge deck joints, stem and backwall,
- Repair deck,
- Repair floor beams,
- Repair encased beams for utilities and,
- Perform work zone traffic control.

3. Location BIN 2-23144-9

4. Location BIN 2-23195-0

4. FEATURE CARRIED: 150th STREET; FEATURE CROSSED: BCIP BOROUGH OF QUEENS; BIN: 2-23195-0

The rehabilitation of this single span steel stringer multi girder bridge is required based on the general recommendation rating of 4.614 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

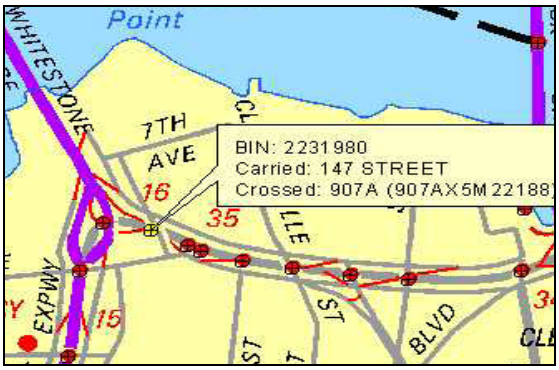
- Repair approach pavement, sidewalk, curb and fascia,
- Repairs railing and parapet
- Repair underdeck unsound areas
- Repairs wing wall
- Lighting repair and perform work zone traffic control.

5. FEATURE CARRIED: 147th ST.; FEATURE CROSSED: BCIP BOROUGH OF QUEENS; BIN: 2-23198-0

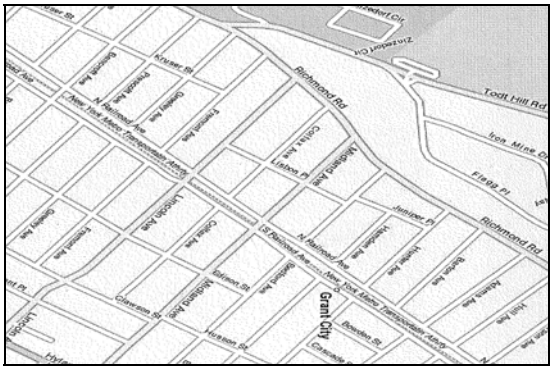
The rehabilitation of this single span steel stringer multi girder bridge is required based on the general recommendation rating of 4.705 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair underdeck unsound areas
- Repair approach pavement
- Repair sidewalk and curb

- Repair railing and post
- Repair deck wearing surface
- Lighting repair and perform work zone traffic control.



5. Location BIN 2-23198-0



6. Location BIN 2-24945-0

6. FEATURE CARRIED: FREEMONT AVE. PED BR.; CROSSED: SIRT SOUTH SHORE BOROUGH OF STATEN ISLAND: BIN: 2-24945-0

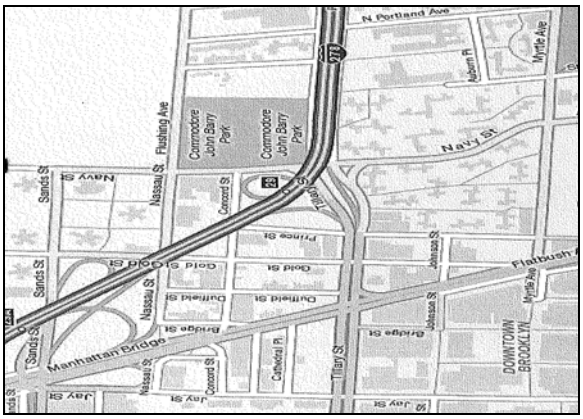
The rehabilitation of this single span steel stringer multi girder pedestrian bridge is required based on the general recommendation rating of 4.0 that has been given in the 2009 NYCDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair deck wearing surface
- Repair approach pavement,
- Repair deck joint
- Repair seat/ pedestals
- Repair backwall/ breastwall
- Repair deck structural, primary members/ girders,
- Perform localized painting and provide work zone traffic control.

7. FEATURE CARRIED: SOUTH OF TILLARY ST.; FEATURE CROSSED: NAVY ST. BOROUGH OF BROOKLYN; BIN: 2-24444-0

The rehabilitation of this single span steel stringer multi girder pedestrian bridge is required based on the general recommendation rating of 4.0 that has been given in the 2010 NYCDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Resurfacing of deck wearing surface
- Repair approach pavement,
- Repair deck, fascia girders
- Repair bridge joints
- Repair underdeck
- Perform localized painting and provide work zone traffic control.



7. Location BIN 2-24444-0

8. Location BIN 2-05580-1

8. FEATURE CARRIED: NORTHERN BLVD. W.B; CROSSED: FLUSHING RIVER BOROUGH OF QUEENS; BIN: 2-05580-1

The rehabilitation of this single span steel stringer multi girder bridge is required based on the general recommendation rating of 4.282 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair and rehabilitate armored compression joints
- Repair bearing bolts, pads & pedestals
- Repair railing and parapet,
- Repair stem solid pier and columns
- Repair mono deck
- Underdeck repairs
- Repair cap beams
- Repair approach pavement
- Repair utility supports
- Improve drainage, lighting
- Improve fender system
- Repair sign structures
- Perform localized painting and provide work zone traffic control.

9. FEATURE CARRIED: NORTHERN BLVD. E.B; CROSSED: FLUSHING RIVER; BOROUGH OF QUEENS; BIN: 2-05580-2

The rehabilitation of this single span steel stringer multi girder bridge is required based on the general recommendation rating of 4.099 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair and rehabilitate armored compression joints
- Repair bearing bolts, pads & pedestals
- Repair railing and parapet,
- Repair stem solid pier and columns
- Repair mono deck
- Underdeck repairs

- Repair cap beams
- Repair approach pavement
- Repair utility supports
- Improve drainage, lighting
- Improve fender system
- Repair sign structures
- Perform localized painting and provide work zone traffic control.

9. Location BIN 2-05580-2

10. Location BIN 2-24231-9

10. FEATURE CARRIED: GRAND CONCOURSE; FEATURE CROSSED: E 174th ST.
BOROUGH OF BRONX; BIN: 2-24231-9

The rehabilitation of this single span concrete arch deck bridge is required based on the general recommendation rating of 4.0 that has been given in the 2010 NYSDOT biennial inspection report and engineering evaluation. The construction scope of work includes;

- Repair wearing surface, sidewalk, curb and fascia,
- Repairs railing and parapet
- Repair underdeck unsound areas
- Repairs stem breast wall
- Lighting repair and perform work zone traffic control.

PROJECT BRIDGE DATA:

Rehabilitation limits:
100 feet beyond begin and end abutment.
50 feet beyond fascia line

Survey limits:
200 Feet beyond bridge begin and end abutment.
100 Feet beyond fascia line
[**survey to be performed only when required**]
Seismic Assessment: Not Planned

Availability at the CITY office: Plans of existing bridge; Bridge inspection and condition report; Bridge inventory listings are available at the CITY office.

Traffic Data Collection: Required when directed by OCMC
1. Current vehicular traffic counts shall be performed for seven consecutive days - 24 hrs / day; current turning movements, vehicular classification and pedestrian counts shall be performed for seven days for the peak period. All of the above counts shall be performed in the peak season as directed by the Engineer.
2. If deck coring is not performed, the engineer shall provide a substitution for the overlay as an alternative, directed by the Engineer

THE ABOVE DATA ARE COMMON TO ALL PROJECT BRIDGES OF THIS CONTRACT.

1. BIN: 2-23041-0 YEAR BUILT: 1956
FEATURE CARRIED: 2781 EB (BQE); FEATUE CROSSED: WASHINGTON STREET
Existing super structure: 1 span steel stringer multi girder; 2 lanes ea dir.; 7/2/2010 inspection rating: 4.438

Estimated number of preliminary plans:	14
Estimated number of final plans:	18
1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:	
CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 2,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 2,000
2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:	
UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 2,000
	$ 2,000
3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 5,000**
4. Final Design Budgetary Allowances:	$ 4,000
5. Final Design Contingency Allowances:	$ 3,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 8,000
	$ 15,000

2. BIN: 2-22931-2 YEAR BUILT: 1938

FEATURE CARRIED: HHP NB.; FEATURE CROSSED: RAMP TO 96th ST.

Existing structure: 1 Span concrete arch deck; one way traffic; 2/11/2010 inspection rating: 4.364

Estimated number of preliminary plans:	12
Estimated number of final plans:	16

1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:

CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 2,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 2,000

2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:

UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 2,000
	$ 2,000

3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 5,000**
4. Final Design Budgetary Allowances:	$ 4,000
5. Final Design Contingency Allowances:	$ 3,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 8,000
	$ 15,000

3. BIN: 2-23144-9 YEAR BUILT: 1942

FEATURE CARRIED: KNAPP ST; FEATURE CROSSED: BSHP

Existing structure: 1 span steel stringer multi girder; 2 lanes ea; 4/28/2010 insp. rating: 4.391

Estimated number of preliminary plans:	14
Estimated number of final plans:	18

1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:

CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 2,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 2,000

2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:

UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 2,000
	$ 2,000

3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 5,000**
4. Final Design Budgetary Allowances:	$ 4,000
5. Final Design Contingency Allowances:	$ 3,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 8,000
	$ 15,000

4. BIN: 2-23195-0 YEAR BUILT: 1941

FEATURE CARRIED: 150th ST; FEATURE CROSSED: BCIP

Existing structure: 2 spans concrete frame; 1 lane ea dir.; 2/18/2010 inspection rating: 4.614

Estimated number of preliminary plans:	16
Estimated number of final plans:	20
1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:	
CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 3,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 3,000
2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:	
UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 2,000
	$ 2,000
3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 6,000**
4. Final Design Budgetary Allowances:	$ 4,000
5. Final Design Contingency Allowances:	$ 3,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 9,000
	$ 16,000

5. BIN: 2-23198-0 YEAR BUILT: 1941

FEATURE CARRIED: 147th ST; FEATURE CROSSED: BCIP

Existing structure: 2 spans concrete frame; 1 lane ea dir.; 3/10/2010 inspection rating: 4.705

Estimated number of preliminary plans:	16
Estimated number of final plans:	20
1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:	
CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 4,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 4,000

2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:

UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 2,000
	$ 2,000

3.PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES: **$ 6,000**

4. Final Design Budgetary Allowances:	$ 4,000
5. Final Design Contingency Allowances:	$ 3,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 9,000
	$ 16,000

6. BIN: 2-24945-0 YEAR BUILT: 1952

FEATURE CARRIED: FREEMONT AVE PED BR.; CROSSED: SIRT SOUTH SHORE

Existing structure: steel multi beam pedestrian bridge; 4/3/2009 inspection rating: 4.0 (NYCDOT)

Estimated number of preliminary plans:	16
Estimated number of final plans:	20

1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:

CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 0
SURVEY	$ 0
FORCE ACCOUNT	$ 15,000
	$ 15,000

2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:

UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 4,000
	$ 4,000

3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES: **$ 6,000**

4. Final Design Budgetary Allowances:	$ 15,000
5. Final Design Contingency Allowances:	$ 3,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 9,000
	$ 27,000

7. BIN: 2-24444-0 YEAR BUILT: 1960

FEATURE CARRIED: SOUTH OF TILLARY ST.; FEATURE CROSSED: NAVY ST.

Existing structure: concrete pedestrian bridge; 7/23/2010 inspection rating: 4.0 (NYCDOT)

Estimated number of preliminary plans:	14
Estimated number of final plans:	18

1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:

CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0

PERMITS/ SAMPLING/ TESTING	$ 2,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 2,000

2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:	
UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 2,000
	$ 2,000

3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 4,000**

4. Final Design Budgetary Allowances:	$ 2,000
5. Final Design Contingency Allowances:	$ 2,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 8,000
	$ 12,000

8. BIN: 2-05580-1 YEAR BUILT: 1981

FEATURE CARRIED: NORTHERN BLVD. W/B; FEATUE CROSSED: FLUSHING RIVER

Existing super structure: 40 spans steel stringer multi girder; 3 lanes; 10/21/2010 inspection rating: 4.282

Estimated number of preliminary plans:	22
Estimated number of final plans:	30

1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:	
CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 5,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 5,000

2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:	
UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 5,000
	$ 5,000

3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 9,000**

4. Final Design Budgetary Allowances:	$ 6,000
5. Final Design Contingency Allowances:	$ 6,000
6. Final Design Out of Pocket (OPE) Allowances:	$11,000
	$ 23,000

9. BIN: 2-05580-2 YEAR BUILT: 1981

FEATURE CARRIED: NORTHERN BLVD. E/B; FEATUE CROSSED: FLUSHING RIVER

Existing super structure: 40 spans steel stringer multi girder; 3 lanes; 10/18/2010 inspection rating: 4.099

Estimated number of preliminary plans:	22
Estimated number of final plans:	30

1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:	
CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 5,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 5,000
2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:	
UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 5,000
	$ 5,000
3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 9,000**
4. Final Design Budgetary Allowances:	$ 6,000
5. Final Design Contingency Allowances:	$ 6,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 11,000
	$ 23,000

10. BIN: 2-24231-9 YEAR BUILT: 1923

FEATURE CARRIED: GRAND CONCOURSE; FEATUE CROSSED: E 174th ST.

Existing super structure: 1 span concrete arch deck; 5 lanes ea; 3/26/2010 inspection rating: 4.067

Estimated number of preliminary plans:	14
Estimated number of final plans:	18

1. PRELIMINARY DESIGN **BUDGETARY** ALLOWANCES:	
CORING/ Sampling	$ 0
ENCASEMENT REMOVAL	$ 0
PERMITS/ SAMPLING/ TESTING	$ 2,000
SURVEY	$ 0
FORCE ACCOUNT	$ 0
	$ 2,000
2. PRELIMINARY DESIGN **CONTINGENCY** ALLOWANCES:	
UNDERWATER INSPECTION:	$ 0
STEEL SAMPLING:	$ 0
FLAGGED CONDITIONS:	$ 2,000
	$ 2,000
3. PRELIMINARY DESIGN OUT OF POCKET ALLOWANCES:	**$ 5,000**
4. Final Design Budgetary Allowances:	$ 2,000

5. Final Design Contingency Allowances:	$ 2,000
6. Final Design Out of Pocket (OPE) Allowances:	$ 8,000
	$ 12,000

II SPECIFIC REQUIREMENTS

A. PROJECT COORDINATION

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

1. The Consultant shall assemble and review all record data for the project. The Consultant shall conduct formal interviews with all governmental and non-governmental personnel, as directed by the Commissioner and as required for the efficient and thorough completion of the project, in order to ascertain all existing concerns, issues, problems and programs directly related to the project. The Consultant shall fully coordinate all activities under the project with all Federal/State/City Agencies, public/private utilities or organized groups which, in the opinion of the Commissioner and/ or the Consultant, are necessary for the development of a fully coordinated Project. The Consultant shall assemble and review all available reports, designs, surveys, maps, plans, documents, maintenance records, traffic counts, alignment maps, as-built drawings, construction photographs and accident records related to the bridge, including the latest NYCDOT and NYSDOT Bridge Inspection and Condition Reports, and Bridge Inventory Listing, from the Department as required during the course of this contract. Requirements of private and public utilities shall be requested by the Consultant at the onset of the project so that they may be received in time for incorporation into the Draft Bridge Rehabilitation Project Report (BRPR).

2. The Consultant shall submit, for approval, the names and experience portfolios of all key persons, subcontractors, and subconsultants proposed for use in connection with the Project prior to start of work (including Project Manager, Project Engineer and key designers). Members of Consultant's staff who perform any work pursuant to this contract shall meet the following criteria in conformance with the New York State Engineering Licensure Statute. All Engineering positions shall be staffed by Engineers as described below. No technician/technologist can fill an Engineering position; however an Engineer may fill any technician/technologist position.

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

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

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

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

The Project Manager shall have a minimum of five (5) years of direct bridge design experience and ten (10) years of overall experience in the bridge engineering field, wherein he or she shall be familiar with NYSDOT and NYCDOT Standards. The Project Engineer shall have a minimum of three (3) years of direct bridge design experience and five (5) years of overall experience in the bridge engineering field, wherein he or she shall be familiar with NYSDOT & NYCDOT Standards. Both the Project Manager and Project Engineer shall be licensed Professional Engineers in the State of New York and have accredited Bachelor's Degrees in Civil Engineering. Prior to commencement of the work, the Project Manager, Project Engineer, and the majority of the design staff must continuously work out of the same office and that office must be located within the tri-state area.

The Consultant shall have a local area code phone number. If the Consultant resides outside the five boroughs, he or she must provide either a NYC tie line or toll free 800 number. The phone number shall be in operation for the extent of the contract and shall be available at the time of execution of the contract. The expense of this shall be included in the Consultant's overhead, and the Consultant shall receive no additional compensation.

The following information is required for all of the Consultant's employees that require access to the work area and who have not been screened pursuant to security zone/exclusionary area requirements: name, date of birth, alien registration number and social security number. The information will be submitted to the Coast Guard for background screening purposes. Social security numbers will not be submitted if a written request is received along with the information that the social security number is not to be submitted. Failure to submit a social security number may result in a delay in the Coast Guard's assessment which may prevent access to restricted areas within the work area.

3. The Consultant shall inspect the site(s) and become familiar with the general and specific nature of the Project and the surrounding area. The Preliminary Design Limits shall be as specified in the Project Bridge Data Sheet(s). Regarding Wingwall/Retaining Wall Reconstruction: the extent of reconstruction shall be 20 feet beyond the end of the Wingwall/Retaining Wall, unless otherwise noted. In the event that this substructure element is part of a continuous retaining wall system (as is encountered in railroad cuts), then the limit of reconstruction shall be 20 feet beyond the end of the adjacent abutment.

4. The Consultant shall obtain, and become familiar with, all applicable Departmental Design Directives, Standard Details, Administrative Procedural Bulletins and guidelines for the prosecution of the work/services under the various elements of the project. These shall include, but not be limited to, the latest editions including all amendments, of the following New York State Department of Transportation (NYSDOT) and New York City Department of Transportation (NYCDOT) documents, and American Association of State Highway and Transportation Officials (AASHTO) and Federal Highway Administration (FHWA) manuals:

NYCDOT Procedures for Bridge Reconstruction Projects (revised 2/10) including:
- Appendix A: BRPR Format and Requirements
- Appendix B: Substandard Features Checklist
- Appendix C: Presentation of Ratings
- Appendix D: In-Depth Inspection Form and Bridge Inspection & Condition Report
- Appendix E: Preliminary Plan Review Checklist
- Appendix F: Field Survey Requirements

NYCDOT Specifications for the Preparation of Record Drawings & Electronic Media
NYCDOT Street Lighting Standards
NYCDOT Uniform Land Use Review Procedure
NYC Specifications for Title Examinations and Reports on Street/Railroad Intersections

NYC Specifications for Title Examinations and Reports on Privately-Owned Tax Lots
NYCDEP Water Supply and Sewer Standards
Electric Code of the City of New York
National Electric Code
NYSDOT Engineering Bulletins and Engineering Instructions
NYSDOT Highway Design Manual, Volumes 1 and 2
NYSDOT Standard Specifications
NYSDOT Steel Construction Manual
NYSDOT Geometric Design Policy for Bridges
NYSDOT Prestressed Concrete Construction Manual
NYSDOT Manual of Uniform Traffic Control Devices
NYSDOT Uniform Code of Bridge Inspection
NYSDOT Bridge Inspection Manual
NYSDOT Bridge Inventory and Inspection System Manual
NYSDOT Specifications for In-Depth Bridge Inspection
NYSDOT Specification for Diving Inspection of Bridges
NYSDOT Rating Criteria for Diving Inspection of Bridges
NYSDOT Engineering Instructions for Load Ratings
NYSDOT Bridge Deck Evaluation Procedure Manual
NYSDOT Standard Detail for Highway Bridges, Bridge Design Data Sheets and Guideline Drawings
NYSDOT Right of Way Mapping Procedure Manual
NYSDOT Manual of Administrative Procedure (MAP)
NYSDOT Interim Guide to Metric Design
NYSDOT Metric Conversion Guidelines. Structures Division
AASHTO Standard Specifications for Highway Bridges, as amended by NYSDOT
AASHTO Standard Specifications for Movable Highway Bridges
AASHTO Manual for Condition Evaluation of Bridges
AASHTO Guide for the Development of Bicycle Facilities
AASHTO Guide to Metric Conversion
AISC Metric Properties of Structural Shapes
ASTM Standard Specifications
FHWA Bridge Inspector's Manual for Movable Bridges
FHWA Seismic Design and Retrofit Manual for Highway Bridges
FHWA Seismic Retrofitting Guidelines for Highway Bridges

5. The Consultant shall develop an initial Progress Report (Bar Chart Schedules and Written Text), and update them monthly in accordance with Section V, Progress Reporting of this Contract. The Progress Report for Final Design shall also include a list of Contract Drawings showing the estimated percent of completion of each drawing.

6. The Consultant shall interview Departmental Maintenance, Inspection, and Engineering personnel, as appropriate, to determine the location and extent of all problems and issues in the Project.

7. The Consultant shall interview the appropriate personnel to determine the requirements for gaining access to the site for the purpose of performing the proposed contractual work.

8. The Consultant shall interview additional interested parties, as deemed appropriate by the Commissioner, to determine if the project will impact on their activities.

9. As directed by the Commissioner, the Consultant shall arrange all meetings and participate/function as Chairperson at all meetings and conferences required in the performance of contractual work, including any/all required follow-up meetings and/or actions.

10. The Consultant shall prepare draft and final minutes for all meetings and conferences required in the performance of contractual work. The draft minutes shall be prepared and distributed to the NYCDOT Project Manager and Engineer within two (2) business days of the meeting. Upon receiving comments on the draft minutes, the Consultant shall revise the minutes, as appropriate, and shall distribute final minutes within five (5) business days.

11. The Consultant shall prepare and distribute all correspondence necessary in connection with the performance of the Contract.

12. The Consultant shall attend, liaison, schedule and coordinate all meetings held during the progress of the contract between the City, the local Community Board(s), merchant groups, schools, community organizations and/or other bona fide interested parties and shall provide other community liaison services as deemed necessary by the Commissioner. The Consultant's employee assigned this responsibility shall be trained in this area, and approved by the Department for this work. This employee shall be designated the "liaison officer" for the project.

13. The Consultant shall analyze the expressed needs and concerns of the parties contacted, and shall address those needs/concerns. Upon approval by the Commissioner, the Consultant shall develop and pursue a course of action and/or strategy to resolve those issues. Upon approval of the Commissioner, the Consultant shall communicate the resolutions to the aforementioned parties. The performance of the contract work includes any and all follow up actions.

14. The Consultant shall coordinate and meet with the Local Community Board(s), the railroads and other parties as may be designated by the Commissioner, or as required for the efficient completion of the project. The Consultant shall identify and resolve all requirements, conditions and issues as presented by said parties. The minimum quantities and types of such meetings will be as follows:

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

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

15. The Consultant shall obtain timely approval letters from all affected parties including private utilities, railroads, all City Agencies, Community Boards, OCMC, NYSDOT, FHWA, etc. during both Preliminary and Final Design. The costs incurred by the railroad entity in reviewing the design shall be reimbursed to that entity through the Force Account Agreement made between the Consultant and the entity.

16. In Preliminary Design, the Consultant is responsible to coordinate with all work required by private parties (non City-owned utilities, railroads and others) and City Agencies, as applicable.

17. In Final Design, the Consultant shall review and provide appropriate recommendations for all work (including Plans, Specifications, and Estimates including Force Account Estimates) prepared by private parties (non City-owned utilities, railroads, and others). The Consultant shall incorporate the approved work into the Contract Documents. The design of the supports for the private utilities shall be the responsibility of the Consultant. The Consultant shall design and incorporate into the Contract Documents, the maintenance of the applicable services during construction. The Consultant shall also be responsible for and provide for in the Contract Documents, the permanent reinstallation of any affected railroad facilities including electrification modifications (as per railroad requirements). Amtrak requires that all the design for electrification modifications (catenary support, catenary relocation, bonding and grounding, etc.) be performed by a qualified consultant. Amtrak maintains a list of consulting firms that meet Amtrak's requirements.

18. In Final Design, the Consultant shall design and incorporate into the Contract Document (Plans, Specifications, and Estimates) all work required by the City Agencies. The work shall include, but not be limited to: the maintenance of existing utility services during construction; new utility installation and supports; street lighting; traffic signals; traffic signs; roadway striping; drainage; etc.

19. Prior to the submission of the Draft BRPR it shall be the Consultant's responsibility to determine which permits are required for the completion of the design and construction. The Consultant shall start the permit application process in Preliminary Design. During Final Design it shall be the Consultant's responsibility to complete the permit applications; process the applications; and to ensure that the Contract Documents fully comply with the permit requirements. All approvals for the Department shall be obtained prior to PS&E. Permits may be required from the following agencies, amongst others: the Army Corps of Engineers, Coast Guard, New York State Department of Environmental Conservation, New York City Department of Parks and Recreation, etc. The Consultant shall be responsible for ensuring that the Contract Documents identify any permits that the Contractor shall be required to obtain in order to complete the work, and to ensure that the Contract Documents provide for complying with the permit requirements.

    In conjunction with complying with an agency's requirements, the Consultant shall perform, as required, sampling and testing (of river sediment; water; soil; asbestos; etc.); prior approval of the Department is required. The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified contractor to obtain the samples. The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified testing laboratory to perform the tests on the samples.

20. Prior to the submittal of the Consultant's proposal the Consultant shall review the available plans of the bridge(s). Where plans are not available, or the available existing plans are inadequate, the Consultant shall perform the field work (take measurements, etc.) of the existing structure to the extent necessary, in order to provide the required design services. The Consultant shall provide for performing all necessary field work in his proposal.

21. The Consultant shall perform all contractual work using International System (metric) units of measurement.

B. PRELIMINARY DESIGN

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

1. IN-DEPTH INSPECTION

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

a. Preparation for Inspection & Field Survey

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

   a) Where the plans are available, the Consultant shall obtain a copy of the plans, which the Consultant shall then research, put in chronological order, and inventory as per specifications of the NYCDOT. Upon receipt of the existing plans, the Consultant shall send a copy to the Department.

   b) Where the plans are not available, the Consultant shall take field measurements of the existing structure to the extent necessary (this may involve additional removal of concrete encasement at sample locations, if applicable) in order to provide the required Ratings and prepare the Preliminary Plans.

2) The Consultant shall review all available plans and reports and shall coordinate/reconcile this data with the existing conditions of the bridge as identified through the Consultant's inspection and survey.

3) The Consultant shall prepare schedules and coordinate all activities with the Department.

4) The Consultant shall coordinate all activities of the subcontractors, suppliers, and subconsultants.

5) The Consultant shall obtain all permits required.

6) The Consultant shall develop and prepare a plan for the maintenance and protection of all traffic (vehicular, rail, waterway, pedestrian) during his Inspection & Field Survey. The Consultant shall coordinate with the Office of Construction Management Coordination (OCMC) and other appropriate parties, such as railroad, and Coast Guard, on the proposed maintenance plan(s). All appropriate required approvals shall be obtained by the Consultant prior to the commencement of inspection.

7) Where force account labor is required during the inspection, the Consultant shall obtain the force account labor, entry permits and necessary insurance, and enter into a Force Account Agreement, if required, with the appropriate transportation entity (except with respect to Amtrak, for which the Department shall enter into the force account agreement directly with the railroad). In either case, the force account overhead rate used shall be in accordance with current New

York City standards for this type of work, and these rates shall receive prior concurrence from the Department before work proceeds.

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

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

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

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

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

b. Performance of Inspection & Field Survey

1) The Consultant shall perform a field survey in accordance with Appendix F of the NYCDOT Procedure for Bridge Reconstruction Projects. The limits of this survey shall be as specified in the project bridge data sheet(s).

2) The Consultant shall obtain the permissible work hours for the Inspection and Field Survey from OCMC and all other appropriate parties. It may be necessary to work off peak hours and weekends.

3) The Consultant shall provide the necessary traffic controls as required by OCMC to close those lanes/sections of the bridge needed to perform the inspection. It is anticipated that one lane closure will be permitted during off-peak hours.

4) Where inspection is done over water or railroad tracks, the Consultant shall set up additional traffic controls where it have been determined to be necessary as a result of preparations made, and approvals received, under the Specific Requirements, Section II (B)(1)(a), subsections 6 and 7, of the Contract.

5) Concrete Coring and/or Steel Sampling Program

The Consultant shall perform a Coring Program for the project bridge(s), as defined below and as stated in the Project Bridge Data Sheet(s). The Consultant shall determine the need for a

Steel Sampling Program for the project bridge(s). If required, the Consultant on a contingency basis which shall be approved by the Department prior to its use shall perform a Steel Sampling Program as defined below.

a) The Consultant shall submit a coring and/or steel sampling Location Plan and Testing Program(s) to the Department for prior approval. The Testing Program submittal(s) shall describe the types, methods and purposes of tests to be conducted; Coring and/or steel sampling operation shall conform to traffic controls as previously stipulated herein under the Specific Requirements, Section II (B)(1)(b), subsections 2,3, and 4 of the Contract for In-Depth Inspection.

b) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified concrete coring contractor and/or Steel Sampling Contractor to obtain the required Core and/or Steel Samples.

c) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified testing laboratory to perform the approved tests on the concrete cores and/or Steel Samples.

6) Concrete Encasement Removal Program (for those bridges having concrete encased steel members as indicated in the Project Bridge Data Sheet(s)).
The Consultant shall perform a Concrete Encasement Removal Program as defined below:

a) The Consultant shall submit a concrete encasement removal Location Plan (and sections) to the Department for prior approval. The removal shall be in conformance with the NYSDOT Specifications For In-Depth Inspection. The program submittal shall describe the proposed methods of removal. The removal operation shall conform to traffic controls as previously stipulated herein under the Specific Requirements, Section II (B) (1) (b), subsection 3 of the Contract for In-Depth Inspection.

b) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified contractor to perform the work.

7) Underwater Inspection (for waterway bridges only)

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

a) The Consultant shall perform a detailed underwater inspection for the substructure in accordance with the NYS Specification for Diving Inspection of Bridges.

b) The Consultant, complying with all applicable City/State/Federal regulations, shall retain the services of a qualified diver to perform a complete underwater inspection of the substructure. The diver shall be a New York State Licensed Professional Engineer.

8) The Consultant shall make a VHS video tape (or the DVD equivalent) of all areas inspected, with particular attention given to deteriorated and flagged conditions. Video tape shall be in color, narrated and contain views of the approaches, adjacent properties, both bridge elevations, and the bridge itself from both approaches. Video tape shall be of professional

quality. Submission of the video tape shall be made concurrent with the Draft BRPR. The video shall include concrete encasement removal operations.

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

a. Flagged Conditions

1) The Consultant shall immediately inform the NYCDOT Director of Flags and the NYCDOT Project Manager of any unsafe and/or flagged conditions found during the course of the inspection.

2) Such information shall be communicated immediately by telephone followed by written notification to the NYCDOT Director of Flags. Written notification shall include drawings showing the location(s) of the condition(s) and recommended repair and/or support details; photos of the condition(s) and load ratings of the affected structural member(s).

d. Soils Investigation Program

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

1) The Consultant shall submit his Soils Investigation Program(s) and related specifications, to the Department for prior approval. The Program submittal(s) shall describe the types, methods and purposes of tests to be conducted. Soils Investigation shall include subsurface exploration, and its operations shall conform to traffic control, requirements as stipulated herein under the Specific Requirements of the Contract.

2) The Consultant, complying all applicable City/State/Federal regulations shall retain the services of a qualified Soils Investigation contractor to obtain the required soils samples, to conduct in situ field testing and installation of geotechnical instrumentation.

3) The Consultant, complying with all applicable City/State/Federal regulations shall retain the services of a qualified testing laboratory to perform the approved tests on the soils.

4) The budgetary allowances allocated for Soil Investigation shall be used to cover the cost for drilling and testing (Items 2 and 3 as indicated above.)

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

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

1) Traffic Study

a) The Consultant shall determine the projected traffic (20 years, or as specified,) design speed, and the Design Hour Volume (DHV) one-way and two-way.

b) The Consultant shall provide new Traffic (vehicular and pedestrian), Classification and Turning Movement Counts (see Project Bridge Data Sheet for requirements).

c) The Consultant shall obtain the functional classification from the NYCDOT to be utilized in determining/analyzing applicable geometric and substandard features.

d) Accident Report

2) Traffic Maintenance Plans.

3) Planning Statement.

4) Hydraulic Report

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

5) Geotechnical Foundation Report

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

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

6) Foundation Design Requirements.

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

8) Substandard Features.

a) The Substandard Features Checklist in the NYCDOT Procedures for Bridge Reconstruction Project Report shall show what the standard feature should be and the appropriate reference from which it was obtained, what the existing feature consists of, and what the actual action proposed is.

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

9) In-depth Inspection Report.

10) Load Ratings.

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

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

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

11) Bridge Deck Evaluation Report

12) Seismic Assessment

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

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

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

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

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

13) Plans and Sections

14) Land Use Assessment

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

a) The collection, research and review of all pertinent data (existing and legal grades, mapped R.O.W. lines, etc.) relative to the project, as well as to the map change, the limits of which may extend beyond the limits of the project.

b) The obtaining of supplemental survey information, as required.

c) Last owner title search of parcels adjacent to bridge and approaches, and if ULURP is deemed necessary, of all properties within the limits of the map change (i.e. alignment, grades, easements). For publicly-owned parcels, the Consultant shall determine agency management and ownership jurisdiction.

d) For publicly-owned parcels, the Consultant shall determine whether a Section 4f Evaluation is required (see FHWA Technical Advisory T 6640.8A). If required, the Consultant shall follow the requirements as outlined in this advisory.

e) Preparation of a R.O.W. plans (strip map) showing legally adopted street lines as documented on final section and/or the latest alteration maps. Existing topography, property line monumentation, and baselines shall be tied to the bridge elements and this shall be shown on the R.O.W plan together with the correct location of the existing property lines and highway boundaries positioned accurately to a degree in keeping with the map scale. Property owner's names shall be shown together with existing easements and rights of way and total acreages of property. All means of access to the property shall be shown.

f) The findings of the Land Use Assessment shall be included/discussed in the Bridge Reconstruction Project Report, including the R.O.W. plan.

g) Preparation of Title Examinations and Reports on all parcels adjacent to bridge and approaches. (Contingency money for this work provided under, Fees and Payments Section III)

15) Recommendations, Estimates and Conclusions:

a) The Consultant shall provide three feasible alternative solutions for rehabilitating / reconstructing / replacing the bridge. All members must be designed to meet the minimum inventory load requirements of each of the aforementioned five vehicular types. The Consultant shall be responsible for investigating the feasibility of obtaining MS23 live loading for each alternative. The Consultant shall discuss the feasibility (advantages and disadvantages) of obtaining MS23 live loading for each alternative. The Consultant shall recommend one of the three alternatives. The Consultant's recommendation shall include/address live load capacity as well.

b) The Consultant shall provide Itemized estimates for the cost of construction of the three alternative solutions.

c) The Consultant shall include a discussion of any reports which have been previously prepared on the condition of and/or any recommendations proposed for the bridge.

d) The Consultant shall indicate the proposed design criteria for each alternative; wherein such criteria shall include, but not be limited to, the following: materials (including grade and type), allowable stresses for new and remaining existing bridge elements.

16) Original Color Photos

17) Video Tape (or DVD equivalent)

a. Draft Bridge Reconstruction Project Report:

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

b. Final Bridge Reconstruction Project Report:

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

3. PRELIMINARY PLANS

a. Upon notice from the Department to proceed with the selection of the reconstruction scheme (not necessarily one presented in the Draft BRPR), the Consultant shall prepare Preliminary Plans, based on the approved scheme for either rehabilitating, reconstructing or replacing the structure. The Preliminary Plans shall show sufficient details to ensure constructability of the proposed scheme, including all existing and proposed utilities, and seismic retrofitting; acquaint affected parties with the project and project components; serve as an instrument for initial approval by affected parties; and serve as a basis for the development of the final Contract Documents. Large scale partial cross sections showing dimensions between utilities and structural members shall be provided for both the existing and proposed conditions. In addition, the Consultant shall provide detailed MPT drawings. The estimated number of drawings in the Preliminary Plans for each of the Project Bridge(s) is specified in the Project Bridge Data Sheet(s); this is not necessarily the maximum number. The Preliminary Plans shall also include a separate detailed Right-of-Way plan and itemized scope of work. The Preliminary Plan submission shall also include an up to date itemized cost estimate.

b. The Consultant shall submit three (3) sets of the Draft Preliminary Plans to the Department for review. Upon incorporation of all comments received from the Department, the Consultant shall resubmit three (3) sets of the revised Preliminary Plans to the Department for approval.

c. The Consultant shall submit sets of the Preliminary Plans to all other affected agencies (written receipts required), as determined by the Commissioner, for their review. An all-agency conference and a separate OCMC meeting will subsequently be held to receive their comments, at which the Consultant shall attend. All comments as approved by the Commissioner shall be incorporated into the Preliminary Plans.

d. The Consultant shall submit six (6) sets of the approved Preliminary Plans to the Commissioner, as per the Scope of Work, Time of Completion Schedule, Table I.

e. Construction Duration

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

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

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

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

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

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

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

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

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

1) Preliminary Mapping

a) The Consultant shall prepare preliminary ULURP application drawings (Area Map, Preliminary Alteration Map, Acquisition Map) suitable for submission to the Department of City Planning for Pre-application review. The drawings will be prepared in accordance with

the instructions of the Office of NYCDOT's Land Use Coordination, the office of the Borough President, and the Department of City Planning Technical Review Unit.

b) The Consultant shall modify the ULURP drawings as required until approval (sign off) is obtained from the Department of City Planning Technical Review Unit.

c) Upon receipt of "sign off" the Consultant will provide NYCDOT's Office of Land Use Coordination with 55 sets of prints of the ULURP Drawings and of drawings selected from the contract plans.

2) Engineering Assistance: The Consultant shall assist the City with his/her engineering expertise during the mapping procedure. This shall include, but not be limited to the following:

a) Participate in all conferences, meetings, and Public Hearings on the mapping, upon the request of the Bureau of Bridges or the Office of Land Use Coordination, to present the engineering background necessary.

b) Prepare reports, documentation, drawings or backup material necessary to advance the proceedings.

3) Final Map Preparation: The Consultant may be required to modify the Preliminary Alteration Map in accordance with the instructions of the Office of the Borough President, so that it is acceptable for approval by the Borough President as the Final Alteration Map.

4) Surveys: In preparing the Maps for the ULURP Application, the Consultant shall utilize all information as contained in the plotted Topographic and Utility Surveys. The Consultant shall supplement this information with field trips, additional surveys and searches for information as may be required.

5) Final Documents: Upon completion of ULURP (Adoption of Map(s)), the Consultant shall hand-deliver to the Commissioner the following:

a) One complete set of every Map, in ink, on reproducible drafting film (or other reproducible material as specified by the Office of Borough President).

b) All notes, studies, designs, analysis, drawings, calculations, data, etc. used in the preparation of Map(s).

c) Copies of all correspondence to and from all agencies (City, State, Federal), Utilities, Community Planning Boards, and all other having jurisdiction or interest in project or area.

d) Original survey notes and plotted survey tracings. All original Topographic Survey information shall be dated, signed and certified by a licensed surveyor. The License Seal of the Surveyor and/or Registered Professional Engineer shall be shown on all plans, tracings and tabulations sheets.

4. FINAL DOCUMENTS

a. For the Project Bridge(s) upon completion and approval of the Bridge Reconstruction Project Report(s) and Preliminary Plan(s), the Consultant shall prepare and hand deliver to the Commissioner the following final documents, which shall be labeled, bound, and indexed in an orderly fashion:

1) A complete set of Survey and the Preliminary Plans in AutoCad format. The Consultant shall submit to the Department two (2) copies of CDs or DVDs of the survey and preliminary plans in AutoCad and pdf searchable format.

2) Six (6) sets of prints of the plotted Survey and the approved Preliminary Plans.

3) Six (6) copies of the completed Final Bridge Reconstruction Project Report.

4) Original design calculations and Bridge Load Ratings. The submission of computerized calculations must include, but is not limited to, diskettes and written details of all programming information and results.

5) Originals/copies of all correspondence and data pertinent to the project. All correspondence shall be numbered, bound, and submitted with a typed index.

6) Videotapes (or DVD equivalent) of all inspections.

7) The Consultant's certification that all applicable Departmental Standards, Directions, Rules, Regulations, and Guidelines have been conformed to.

8) All materials shall be packaged and delivered to the Commissioner in temporary file-type cartons, together with an index.

9) This submission shall be subject to Departmental review and approval.

b. The Consultant shall submit four (4) copies of the Final Bridge Reconstruction Project Report (BRPR) to the New York City Department of Records and Information Services, Acquisitions Unit.

C. FINAL DESIGN

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

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

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

   1) The elimination (or improvement, at a minimum) of all Substandard Features (including stopping sight distances).

   2) The bridge project(s) should coordinate, as necessary, with any adjacent public/private agency projects currently anticipated regardless of the scheduled construction fiscal years, as concurred by NYCDOT.

   3) The incorporation of all work proposed by private parties and public agencies (utilities, railroads, etc.) and as concurred by the NYCDOT.

   b. Deficient Conditions

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

   c. Field Re-Inspection and Survey as Required:

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

   d. Uniform Land Use Procedure (ULURP):

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

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

e. Soils Investigation Program

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

1) The Consultant shall perform his Soils Investigation Program in accordance with the applicable requirements of Preliminary Design.

2) The Consultant shall compile the findings of the Soils Investigation Program and produce a Soils Investigation Report for submission to the Department. The report shall include the subsurface exploration results, geotechnical design parameters for various subsurface materials, soil profile(s), design analysis, evaluation, and recommendations.

f. Prior to the start of Design, the Consultant shall submit its proposed design criteria to the Commissioner for review and approval; wherein such criteria shall include, but not be limited to, the following: materials (including grade and type), allowable stresses for new and remaining existing bridge elements.

g. All new bridge decks are to be designed for MS23 using the allowable stress method (working stress). If during the design process, the Consultant finds that compliance with this requirement has an adverse impact, the Consultant shall describe the impact and submit its recommendation to the City.

h. Load Ratings of the reconstructed and/or new structure shall be calculated for each of the following five vehicle types, set forth in 1) below, shall be provided on the plans.

1) The Consultant shall perform a load rating of all members of the structure in accordance with current NYSDOT requirements for Level One (1) load rating. Each member shall be rated for both Inventory and Operating conditions using each of the following types of loadings in all cases: MS23 or MS18, as specified in the approved Preliminary Design; M18; type 3; type 3S2; and type 3-3. All MS and M ratings shall include both the equivalent MS and M truck and total load in metric tons.

2) The Allowable Stress (Working Stress) method shall be used, unless conditions necessitate alternative methods. All alternative methods are subject to the approval of the Department.

3) All members must be designed to meet the minimum inventory load requirements of each of the aforementioned vehicular types.

i. Seismic Design shall be performed. The Load Factor Method shall be used. Multimode analysis shall be performed. The design forces for foundations including footings, pile caps and piles shall be the lesser of: a) the forces determined in AASHTO Division I-A article 4.7.2 with R=1.0 (unreduced seismic forces obtained from analysis) or; b) the forces at the bottom of the

columns corresponding to column plastic hinging as determined in AASHTO Division I-A article 4.8.2.

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

j. Maintenance and Protection of Traffic shall be included in the plans. The "Approved Preliminary Plans" shall be used as the initial basis for the design; however, due to the involvement of others, changes in the Maintenance of Traffic scheme may be required. It shall be the Consultant's responsibility to incorporate all approved changes into the scheme.

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

l. Construction Schedule

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

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

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

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

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

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

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

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

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

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

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

m. Special Specifications

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

1) The Consultant shall use State Standard and Special Specification items. If State Specifications are not applicable, the Consultant may use existing NYC approved specification items, which

will be supplied by the Department. It shall be the Consultant's responsibility to convert State Special and NYC approved specification items from English to SI (metric) units.

2) The procedure for preparing and obtaining new special City specifications approval shall include the following:

   a) After determining that there is no current applicable State or City Specifications, the Consultant shall prepare any special specifications required and shall submit them for approval to the Department, and all affected parties.

   b) After approval by the Department, the item numbers will be assigned. The Consultant shall then incorporate the special specifications into the Specification Book portion of the contract documents.

n. Specification Book

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

o. Drawing shall be in accordance with NYCDOT requirements as specified in “Specifications for the Preparation of Record Drawings and Electronic Media”.

p. Advanced Plans Submission

1) For the project bridge(s), the Consultant shall prepare the Advanced Plans Submission, including plans, specification books, special specifications and itemized estimates, the completeness of which shall be not less than 90% of a Final Bid Submission. The Contract Limits of the project bridge(s) shall be determined during the course of the Final Design and shall be subject to the review and approval of the Commissioner.

2) The Advanced Plans Submission shall be prepared in accordance with all applicable documents listed in Section (A) (4) of the Specific Requirement Section of this Contract. The Advanced Plans Submission shall be submitted to the Department for review prior to being submitted to the other affected parties. Five (5) sets of Advanced Plans Submission documents are required by the Department for its review. After approval by the Department, the Consultant shall submit sets of the Advanced Plans Submission for the project bridge(s) to all affected agencies (written receipts required), as determined by the Commissioner, for their review. An All-Agency conference and a separate OCMC meeting will subsequently be held to receive the agencies comments which the Consultant shall attend. All comments as approved by the Commissioner shall be incorporated by the Consultant into the Final Plans. The total number of sets of Advance Plans submission documents produced shall not exceed sixty (60) sets, except for the specification books, the total of which shall be ten (10) copies.

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

   a) On a "per item number" basis for the entire construction project, plus on an "individual bridge" basis for construction projects involving more than one bridge.

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

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

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

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

2. PREPARATION OF FINAL CONTRACT BID DOCUMENTS

a. Final Plans Submission

1) For the project bridge(s) the Consultant shall prepare the Final Plans Submission (including plans, specification Book(s), and itemized estimate(s)), the completeness of which shall be not less than 100% of a contract Bid Document submission incorporating all comments made on the Advanced Plan Submission as approved by the Department.

2) The Final Plans Submission shall consist of ten (10) sets of the above documents submitted to the Department for review. The specification book(s) shall include the special specifications. The itemized estimate(s) shall be in accordance with the Advance Plans submission requirements. An All-Agency conference will subsequently be held to receive the agencies comments, which the Consultant shall attend. All comments as approved by the Commissioner shall be incorporated by the Consultant into the P.S. & E. Submission.

b. P.S. & E. Submission

1) For the project bridge(s), the Consultant shall prepare the P.S.& E. Submission includes plans, specification book(s) and itemized estimate(s).

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

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

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

2) One (1) original of the Consultant's Itemized Estimate for each of the project bridge(s), including the required City agency budget code breakdown(s).

3) Two hundred fifty (250) complete bound books of specifications, collated, with boiler plate, for the construction project. Printing shall be two-sided.

3. BID ANALYSIS (INCLUDING SCANNING AND INDEXING SERVICES, AND DELIVERY OF FINAL CONTRACT DOCUMENT RECORDS)

a. The Consultant, at the commencement of the bidding period for every ensuing construction contract, shall obtain a copy of the Invitation to bid.

b. The Consultant shall provide, to the satisfaction of the Commissioner, all services required during the bidding period in order to ensure that questions from prospective bidders are answered in a uniform/timely fashion, including attending the Pre-Bid Meeting(s).

c. During the bidding period, the Commissioner shall make known to the Consultant, and the Consultant shall make known to the Commissioner, any ambiguities or inconsistencies in the Bid Documents. The Consultant shall investigate all such problems and shall deliver to the Commissioner an analysis and/or recommendation concerning the resolution of all such problems.

d. Where the Commissioner deems that an Addendum to the construction contract is necessary, the Consultant shall prepare and hand-deliver said Addendum to the Commissioner within twenty-four (24) hours of notification and shall notify and deliver via overnight mail and/or FAX machine a copy of the addenda to all prospective bidders immediately upon receiving direction to do so from the Commissioner.

e. The Consultant shall attend the opening of bids and commence the review and analysis of the bids in accordance with currently applicable Departmental Standards. In general, this shall include the reviewing of the computer printout of the submitted bids, the analyzing of unit prices and lump sum items to determine the appropriateness of costs with respect to the associated work items, the determining of apparent unbalanced and penny-bid items, the checking of item quantities as directed, and the re-checking of quantities and lump sum items for low bid items that are 15% or more above the Consultant's Estimate. If required, the Consultant shall prepare a "Case II" or a "Savings" analysis, whichever applies, in accordance with the latest NYSDOT procedures.

f. The Consultant shall formally recommend to the Department, within twenty-four (24) hours of the receipt of the bid tabulation, an acceptable low bidder.

g. Within forty-eight (48) hours of the receipt of the bid tabulation, the Consultant shall submit comments on the reviewed computer printout of the submitted bids, in accordance with currently applicable Departmental Procedures.

h. In conjunction with the Uniform Code of Bridge Inspection, the Consultant shall prepare the NYSDOT's Level I Load Rating Summary, Level II Load Rating input forms, and update the Bridge Inventory Sheets for the reconstructed bridge (as per the design shown in the Contract Bid Documents submission).

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

i. Scanning and Indexing of Documents

In accordance with NYCDOT requirements for the Scanning of Engineering Drawings and Documents in pdf format, (minimum 600dpi), the Consultant shall assemble all appropriate project documentation and shall scan and prepare computerized index of said documentation. This shall include, but not be limited to, the following:

1) The Consultant Scan and Index all Contract Documents and back-up information, as prepared and compiled in connection with this Project, including the existing Plans and all survey documents, in accordance with currently applicable Departmental Standards and Procedures.

2) The Consultant shall provide a computerized index, which shall be a chronological listing, including an abstract of document content for the central project file, said Index to be incorporated into the CDs / DVDs presentation.

3) All records shall be kept in a complete, comprehensively indexed central project file, which the Consultant shall maintain. This file shall contain all letters, reports, minutes, files notes, sketches, computations, telephone messages, diaries, surveys, marked-up drawings, worksheets, data, research records, computer outputs, payments, problem reports, applications, renderings, and permits. Additionally, the central project file shall be kept in a format in accordance with currently applicable Departmental Standards and Procedures, which in general shall mean a format which shall facilitate the indexing of the required records.

4. FINAL CONTRACT DOCUMENT RECORDS

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

A. The complete set of original (permanent) final contract bid documents for the project bridge(s). These documents shall include plans, specification book(s) (including special specifications, proposal for bids, bid agreement) and itemized estimate(s). The consultant shall submit to the department two (2) copies of the CDs or DVDs in AutoCad format and one continuous searchable multi-page file of the approved and signed drawings in pdf format (see Specifications for the Preparation of Record Drawings and Electronic Media).

b. All project files, scanned, and index of project files.

c. Original design calculations and Bridge Load Ratings. The submission of computerized calculations must include, but is not limited to, diskettes and written details of all programming information and results.

d. Originals/copies of all correspondence and data pertinent to the project. All correspondence shall be numbered, bound, and submitted with a typed index.

e. The Consultant's certification that all applicable Departmental Standards, Directions, Rules, Regulations, and Guidelines have been conformed to.

f. All materials shall be packaged and delivered to the Commissioner in temporary file-type cartons together with a typed index.

g. This submission shall be subject to Departmental review and approval.

D. CONSTRUCTION SUPPORT SERVICES

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

1. The Consultant shall provide Specialized Engineering Services, Plant Inspection Services, Materials Testing Services, Shop Drawing Review Services, and Design Services in accordance with the Contract Documents and the Referenced Design Specifications with a staff commensurate with the level of construction activity until completion and final acceptance of the Construction Contract work. In the event of a work stoppage or a winter shutdown, or as situation warrants, the Consultant shall reduce his work force appropriately or as directed by the Commissioner. Forms 4T-1 and 4T-2 of the Specific Requirements indicates the approximate level of competence required of the staff, together with estimated durations of employment.

2. The Consultant agrees to provide, as required by the Commissioner and to his/her satisfaction, Shop Drawing Review Services. The Consultant shall be responsible for the review and approval of all shop drawings as required by the Contract Documents. Shop Drawings shall be reviewed for their conformance with the Contract Documents and any changes to the details or specifications as approved by NYCDOT. The Contract Documents include the Plans and Specifications along with all other referenced material in the Contract. The Consultant shall appropriately stamp all reviewed shop drawings with a stamp indicating "designations of acceptance" which conform to the contract documents and as approved by the Commissioner. Processing of Shop Drawings shall comply with directions given by the Commissioner. The Consultant may be required to coordinate his Shop Drawing review with other agencies as required by the contract documents or agencies as designated by the Commissioner.

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

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

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

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

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

4. The Consultant shall attend liaison, progress, coordination and other such meetings when required by the Department. When required by the Department, the Consultant shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they may apply to "Value Engineering" that is proposed by the Contractor.

5. Prior to commencement of work Shop Drawing Review and/or Erection Drawing Review Services, the Consultant shall submit to the Commissioner for review and approval, the names, grades, and experience of the personnel who it is anticipated will be utilized on these services. In no event shall the Consultant perform Drawing Review Services without prior written authorization by the Commissioner or his/her duly authorized representative.

6. The Consultant agrees to provide Interim (Semi-Annual) Inspection of the portion of the project bridge(s) open to traffic as per the Department's Interim Inspection requirements.

7. In the event the Department decides to provide Resident Engineering and Inspection Services with in-house personnel, the following shall be performed by the Consultant:

   a. The Consultant shall have the in-house specialized capability or shall have a specialized subconsultant to handle the Department's Air-Monitoring Protocol.

   b. The Consultant shall prepare, and furnish complete sets of accurate shop, working and record as-built drawings, catalog sheets, technical bulletins, manuals, diagrams, other printed matter, etc. as required which shall show the work as actually installed in compliance with the provisions of the “Specifications for the Preparation of Record Drawings and Electronic Media” (see Section VII, A of this Contract).

III. FEES AND PAYMENTS

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

A. FEE

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

Preliminary Design	$_____	
Final Design	$1,483,245.00	Budgetary amounts*
Construction Support	$223,280.00	Budgetary amounts*

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

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

B. BASIS

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

C. DEFINITIONS

1. Direct Technical Office Salary Cost

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

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

2. Technical Office Multiplier

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

3. Principals' Time

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

a. The rate of compensation for Principals' Time shall not exceed One Hundred Dollars ($100.00) per hour, to be based on actual draw.

b. The Principals participating in the Project shall provide the Commissioner with a demonstration certifying his/her actual draw from the firm on an average weekly basis. Where said rate exceeds Fifty Dollars ($50.00) per hour, the principal participating in the project shall provide the Commissioner with a notarized statement by a certified public accountant that such rate does not exceed the principals' annual direct compensation, excluding profit, computed on an hourly rate. The amount payable for Principals' Time shall not be included in the technical salary cost base and is not subject to any multiplier.

c. The Principals participating in the Project shall maintain a daily log of their participation, which shall be available for inspection by the Commissioner and the Comptroller of the City.

d. The Commissioner shall certify that direct participation by the Principals is essential to the effective and economic completion of the Project.

e. The total compensation for the Principals' Time shall not exceed Thirty-Five Percent (35%) of the total not to exceed fee as stated hereinbefore.

f. In the event that a Principal assumes the specific assignment of responsibilities normally allocated to a technical member of the project team, said Principal shall be compensated at a rate corresponding to the technical salary commensurate with that assignment times an adjusted (where appropriate) multiplier, said multiplier to be established by Department's Engineering Audits Bureau to avoid duplication of indirect expenses. (Adjusted multiplier is calculated by decreasing 10% from multiplier).

g. The words “the Principals” or “the Principals of the firm” are understood to mean those individuals in a firm who possess legal responsibility for its management. They may be owners, corporate officers, associates, partners, etc. With respect to a corporation, a principal is further defined as that person who owns ten (10) percent or more of the voting stock.

4. Survey Work required for preliminary design phase is included in Direct Technical Labor. Titles related to survey work are subject to Prevailing wages and supplemental benefits.

5. Out-Of-Pocket Expense.

Out-of-pocket expenses shall be limited to:

a. The cost of acquiring, on a per diem basis, the services of other experts or engineers as may be required for the performance of the Consultant's services.

b. The cost of retaining the services of a qualified contractor, or contractors, to provide for Concrete Coring and Concrete Core Testing Services, Concrete Encasement Removal, Steel Sampling, Underwater Inspection, Soils Investigation and Testing Services, and Permit Application Fees and related Sampling and Testing Services, as required.

c. The cost of any Force Account expenditure(s) and/or Force Account Agreement(s) that may be required for the performance of the Consultant's In-Depth Inspection(s). (For Definition, See III.C.5)

d. The costs of the use of motor vehicles, owned by the Consultant or employees of the Consultant or leased and maintained by the Consultant and used specifically for and only for the performance of this contract, shall be compensated on a direct mileage basis in accordance with the standards as established for reimbursement allowances for City personnel.

e. The cost of procurement of copies of documents, data sheets, drawings and reports for reference and information.

f. The cost of printing and duplication.

g. The cost of photographic film, developing and printing.

h. The cost of renting other materials or equipment, or acquiring services specifically for, and applicable only to, this project may be submitted for direct payment as out-of-pocket costs. This shall not include the purchase of general tools or office supplies whether expendable or reusable.

i. The cost of procurement of copies of documents, data sheets, drawings and reports for reference and information.

j. The costs of project specific miscellaneous items approved by the Project Manager / EIC are reimbursable.

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

6. Force Account Work

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

7. Indirect Costs and Overhead

a. Indirect Costs shall include costs of a general nature which could be applied to the Consultant's entire operation and which are not readily attributable to any one project. These shall include: fringe benefits, taxes, insurance premiums, postage, office supplies, motor vehicles, equipment, office machine and computer rentals, depreciation on purchased equipment, maintenance and operation costs, recruitment, temporary facilities, consultant fees, overhead (see below) and any such costs as are necessary to conduct the Consultant's operations with the exception of those cost items which are submitted for direct payment as out-of-pocket expenses.

b. Overhead includes that portion of the Consultant's administrative, clerical and financial costs which are applicable to operations, including, but not limited to: rent, utilities, salary costs of administrative and clerical work (including administrative services of the Principal and Technical Typing), fringe benefits, payroll expenses, taxes, insurance, legal and professional fees, bank service charges, depreciation, office supplies and equipment, maintenance, etc.

D. PAYMENTS

1. During the course of the Contract, all payments, including the final payment, shall be paid to the Consultant on a monthly basis as they occur, as follows:

a. Payment shall be made based on direct technical office salaries of the Consultant and all Professional subcontractors in connection with the project, times a technical office multiplier of:

Overhead (*)	**Profit (*)**	**Multiplier (*)**
A	**B**	**(1+A)x(1+B)**
_____	_____	_____

(*) The agency will consider the proposed interim multiplier for establishing Preliminary Design Total Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 phase and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

The same procedure will be followed at the beginning of Final Design & CSS Phases.

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

2. The Consultant shall submit to the Commissioner, or his/her duly authorized representative, but not more than once per calendar month, a certified voucher, and six copies, setting forth in detail the items of work and services performed by the Consultant and the amount of partial payment requested. Vouchers shall be accompanied by statements prepared and certified by the Consultant setting forth the name and title of each of his/her and his/her sub-consultants employees who was engaged in the project during such respective month, the number of hours worked each day, the direct salary and the number of hours worked each day, the direct salary and the compensation attributable to the time for which the voucher is submitted. All vouchers shall be accompanied by a report on the progress of the work properly coded and tabulated to indicate the percentage of completion of each phase of the work. All said vouchers and progress reports shall be subject to review and approval of the Division's designated Project Engineer.

3. The Commissioner shall review the said voucher and if, in his/her judgment, the work and services therein set forth have been performed, the Commissioner shall endorse his/her approval of payment of said voucher.

4. Out-of-pocket expenses and compensation for Principals' Time approved by the Commissioner shall be paid at cost to the Consultant, with no markup for the Consultant's overhead and profit.

5. There shall be a final payment made at the end of each phase (Preliminary Design, Final Design and Construction Support Services) with the release of the associated retainage of the applicable phase.

6. The last and final payment to the Consultant shall become due and payable upon the actual completion of the work under this contract and the filing by the Consultant with the Commissioner of all records and documents in connection with the contract.

7. The final voucher shall be accompanied by a statement certifying the total direct technical salary costs of the Consultant attributable to the contract.

8. The Fee and all payments hereunder shall be subject to review and audit by the Department of Transportation and subject to a post audit by the Comptroller.

9. The Fee shall not be increased for any reason except as provided herein.

10. The City shall retain five percent (5%) from each Consultant’s partial payment.

11. All rate increases are subject to the current DOT’s rate increase guidelines. Any increase in salary rates shall not affect the final negotiated cost.

    a. The annual daily wage rates, exclusive of applicable weekend/night work differential, shall not exceed the rates as shown on Form 4T-1. However, the Consultant may periodically, but not more than once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be subject to the approval of the Chief Bridge Officer of Construction and the Engineering Audit Officer, and shall be within the parameters as established in the U.S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers-Wages and Salaries.

    b. Partial Payments:

I) The Consultant shall be paid in monthly progress payments based on actual allowable cost incurred during the period in accordance with Fees and Payments, Section III (A) of the Contract. The consultant shall submit a breakdown of costs for each specific task provided with request for payment. Bills are subject to the approval of the Commissioner, or his duly authorized representative.

II) The Consultant shall inform the City and all Sub Contractors and Sub Consultants of the Consultant's schedule for submitting monthly vouchers to the City, said schedule shall be strictly adhered to by the Consultant.

III) All Sub Contractor and Sub Consultant Vouchers received by the Consultant at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the Consultant does not have other costs to be billed for that period. The Consultant shall inform the Sub Contractor or Sub Consultant of the date the voucher was submitted to the City and the amount included for the sub Contractor or Sub Consultant.

IV) The Consultant is required to make partial payments to all Sub Contractors and Sub Consultants within (10) calendar days of receipt of payment from the City.

V) 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.

VI) The City shall retain five percent (5%) from each Consultant's progress payment.

c. The Consultant shall not be entitled to any additional compensation as a result of any sum or sums paid to the Construction Contractor(s) in settlement of claims for additional compensation or of any judgment for damages under the construction contract(s). However, in the event it becomes necessary to re-let the construction contract(s), the Consultant shall be compensated for any additional work required as a result of such re-letting as ordered by the Commissioner, under terms to be agreed upon.

d. The Consultant agrees that, in the event the City deems it necessary to cancel the Construction Contract of the project for any cause, he will perform the necessary Construction Support Services to effect the completion of the work described in said contract. For such services, the Consultant shall not receive extra compensation but he shall be compensated in accordance with the terms of this Agreement in the same manner as if the cancellation of such Construction Contract had not occurred.

12. The provisions of the original contract shall be followed in case of a company merger or takeover.

13. The total length of the Preliminary Design and Final Design Services for the project bridge(s) shall be as stipulated in the Time of Completion Schedule (Table I – Scope of Work). The total length of Construction Support Services shall be the duration of the Construction Contract of the project bridge(s).

E. COST LIMITATIONS

1. PRELIMINARY DESIGN

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

a. The total direct technical office salary costs times the technical office multiplier stated herein plus reimbursement for Principals' Time for services provided hereunder shall not exceed $_____.

b. The total cost of routine operational out-of-pocket expenses not anticipated to exceed $60,000.00.*

c. The cost of out-of-pocket expenses for the Concrete Coring Program shall not exceed $-0-,* the cost of the Soils Investigation Program shall not exceed $-0-*, the cost of force account expenses shall not exceed $15,000.00,* the cost of Permit Application Fees and related Sampling and Testing shall not exceed $27,000.00,* the cost of the Hazmat Sampling/Testing shall not exceed -0-*, the cost of the Hydraulic Study shall not exceed $-0-* and the cost of the Encasement Removal shall not exceed -0-*. Cost of work is subject to Departmental approval. Approval shall be based on competitive low bid process from a minimum of three sub consultants.

** The cost limitations for these are budgetary estimates of non-DTL expenses only and have been established to cover work which may reasonably be expected on this project. The actual extent and cost of this work shall be determined during the Consultant's operations in connection with the project, and may or may not exceed the limitations as stated herein. Cost of work is subject to Departmental approval. In the event that the cost of required work exceeds the stated cost limitation for this work, then the condition shall be deemed a change of scope and the Consultant shall, upon concurrence of the Department and of the Office of Management and Budget, make written request for an increase in funds in accordance with standard change-order procedures and in conformance with Appendix A Section 9.01.*

d. The total direct technical office salary cost times the technical office multiplier plus reimbursement for Principals' Time and approved out-of-pocket expenses for services provided in connection with contingent work to provide Underwater Inspection, as stated herein, shall not exceed $ -0-,** and services provided in connection with contingent work to provide a Steel Sampling Program, as stated herein, shall not exceed $-0-** services provided in connection with contingent work to provide for Flagged Conditions, as stated herein, shall not exceed $28,000.00,** services provided in connection with contingent work to provide Soil/Coring Borings for the Soils Investigation Program, as stated herein, shall not exceed $-0-**, services provided in connection with contingent work to provide for the cost of Soil/Sediment Sampling and Pigeon Waste Assessment, as stated herein, for the Hazmat Sampling/Testing shall not exceed $-0-,** services provided in connection with contingent work to provide for the cost of Hydrographic Survey, as stated herein, shall not exceed $-0-**, services provided in connection with contingent work to provide for Field Equipment Rental, as stated herein, shall not exceed $-0-,** services provided in connection with contingent work to provide a Mechanical and Electrical Inspection, as stated herein, shall not exceed $-0-,** services provided in connection with contingent work to provide a Value Engineering, as stated herein, shall not exceed $-0-,** Cost of work is subject to Departmental approval. Approval shall be based on competitive low bid process from a minimum of three sub- consultants.

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

** No work shall be performed under these contingency provisions unless the Consultant has demonstrated, in writing, that the work under the contingency provisions is necessary for the

prosecution of the services required under this Agreement. The cost limitation for contingency work is a budgetary estimate only and has been established to cover work which may reasonably be expected on this project. The actual extent and cost of this work shall be determined during the Consultant's operations in connection with the project, and may or may not exceed the limitations as stated herein before. Cost of work is subject to Departmental approval. In the event that the cost of required work exceeds the cost limitations as stated for this work, then the condition shall be deemed a change of scope and the Consultant shall, upon concurrence of the Department and the Office of Management and Budget, make written request for an increase in funds in accordance with standard change-order procedures and in conformance with Appendix A Section 9.01.

2. FINAL DESIGN

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

Final Design Services	$1,483,245.00	Budgetary Amount

3. CONSTRUCTION SUPPORT

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

Construction Support Services	$223,380.00	Budgetary Amount

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

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

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

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

   Said Directives may be obtained from the Project Engineer.

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

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

IV. TIME OF COMPLETION

The Consultant shall complete all tasks associated with the Preliminary and Final Design phases of this contract within the time frames listed, for the project bridge(s), of the contract as shown in Table I – Scope of Work. The total anticipated time of completion is **1825** Consecutive Calendar Days from Date of Written Notice to Proceed for the preliminary design phase until final completion of the construction contract.

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

V. PROGRESS REPORTING (PRELIMINARY AND FINAL DESIGN ONLY)

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

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

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

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

E. Recoupment of Cost of Design Errors and Omissions

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

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

I. GENERAL REQUIREMENTS

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

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

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

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

1. PRELIMINARY DESIGN

a) The performance of an In-Depth Inspection including field survey for the superstructure and the substructure.

b) The performance of a Soil Investigation Program / Geotechnical Foundation Report.

c) The preparation of a Bridge Deck Evaluation Report and where required by the Project Bridge Data Sheets(s), the preparation and supervision of a Concrete Coring Program(s).

d) The preparation of Bridge Load Ratings.

e) The performance of Seismic Assessment.

f) The preparation of an accident report analyzing the past three years of accident data collected from the New York City Police Department at Police Plaza. Report shall include identification of all accidents attributable to geometric features of the bridge and approaches.

g) The preparation of a Bridge Reconstruction Project Report (BRPR) including all results and recommendations of the In-Depth Inspection, Bridge Deck Evaluation Report, Bridge Load Rating, Seismic Assessment and Investigation of Design Alternatives.

h) The preparation of Preliminary Plans, including a detailed Right-of-Way map, for the approved design alternative.

i) Project coordination, as an ongoing task during the performance of all other tasks and services.

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

2. FINAL DESIGN

a) The preparation of the Advanced Plans Submission. This submission shall consist of 90% complete plans, 90% complete specification book(s), 90% complete special specifications, and 90% complete itemized estimate(s) for each of the project bridge(s) called for in this Contract. In each instance, 90% complete means equal to 90% of a Final Contract Bid Document submission.

b) The preparation of Final Contract Bid Documents, for each of the project bridge(s) called for in this Contract. This requires the submission for approval of Final Plan Submission(s) and PS&E submission(s), and the submission of Final Contract Bid Documents for use in the construction contract bidding process.

c) The performance of a Bid Analysis of the bids received on the project bridge(s) resulting from this contract. Scanning and indexing services and the delivery of Final Contract Document Records are also part of this task (see Specifications for the Preparation of Record Drawings & Electronic Media for submission of Contract Drawings).

d) Project coordination, as an ongoing task during the performance of all other tasks and services.

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

3. CONSTRUCTION SUPPORT SERVICES

a) Shop Drawing Review Services, consisting of review and approval of shop and working drawings, and review and approval of Contractor's construction procedures/practices.

b) Specialized Engineering Services consisting of the performance of any redesign resulting from unanticipated field conditions uncovered during construction.

c) Attend liaison, process, coordination and other such meetings when required by the Department.

d) The Consultant shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they apply to "Value Engineering" that is proposed by the Contractor.

The Consultant specifically agrees that:

(e) its subcontractor's agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform;

(f) the firm shall not subcontract more than 49% of the contract work;

(g) the firm will comply with the provisions of the New York Labor Law and all State Laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of the Agreement, including all M/WBE provisions and;

(h) the firm will secure all licenses and permits, if any, that are necessary for the performance of its duties under this Contract.

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

All technical data in regard to the Contract existing in the Office of the Commissioner or existing in the offices of the Consultant shall be made available to the other party to this Agreement without expense to such other party, or additional compensation to the Consultant.

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

New York City
Department of Transportation

PROCEDURE
FOR
BRIDGE RECONSTRUCTION
PROJECT REPORT

UPDATED FEBRUARY 2010

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
3.1.1	Accident Report	4
3.1.2	Bicycle Facilities Report	4
3.2	Work Zone Traffic Control	5
3.3	Planning Statement	5
3.3.1	Determination of Permits	6
3.4	Hydraulic Report	6
3.5	Soils Investigation Program / Geotechnical 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	19
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	22

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	Digital Video Disc (DVD)	28
4.0	**Draft BRPR**	29
5.0	**Final BRPR**	29
6.0	**Preliminary Plans**	30
7.0	**Preliminary Plans – Agency Review Meeting**	31
8.0	**Submission to the Railroad**	31

Appendices

Appendix A:	BRPR Format and Requirements	33
Appendix B:	Substandard Features Check List	45
Appendix C:	Instruction for Presentation of Ratings in BRPR	47
Appendix D:	In-Depth Inspection Form	49
Appendix E:	Preliminary Plan Review Check List	56
Appendix F:	Field Survey Requirements	63

PROCEDURE

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:

This procedure enumerates 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.

All new and replacement bridges shall be designed using Load and Resistance Factor Design (LRFD) method for AASHTO HL-93 load. For rehabilitation of existing bridges it is optional to use LRFD method or ASD/LFD using AASHTO HS-20 Load (minimum), at the discretion of the Engineer.

The United States Customary System Units of measurement shall be used for all contractual work, including the work pertaining to public and private agencies (utilities, railroad facilities, etc.).

There shall be an individual Bridge Reconstruction Project Report and set of Preliminary Plans for each bridge, which is to be reconstructed (rehabilitated 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 Work Zone Traffic Control

3.3 Planning Statement - Determination of Permits

3.4 Hydraulic Report

3.5 Soil Investigation Program / Geotechnical 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 Digital Video Disc (DVD)

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 **seven** consecutive days of 24-hour vehicular counts, Monday thru Friday.

B. PEDESTRIAN TRAFFIC COUNTS:

Provide a minimum of **seven** consecutive days of pedestrian traffic counts, **Sunday thru Saturday**, 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 **seven** consecutive days of bicycle traffic counts, **Sunday thru Saturday**, 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 **seven** days of turning movement counts, **Sunday thru Saturday**, 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, and upgrade of any substandard geometric features or any other measures deemed necessary to improve the Level of Service.

3.1.1 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.

3.1.2 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 WORK ZONE TRAFFIC CONTROL

The Engineer shall investigate, at a minimum, the following three plans for Work Zone Traffic Control:

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, Appendix–A 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 Work Zone Traffic Control: 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 Work Zone Traffic Control.

The Engineer shall prepare detailed plans for Work Zone Traffic Control. Plans and sections of each staging of the Work Zone Traffic Control 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 Work Zone Traffic Control 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 Work Zone Traffic Control 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 / GEOTECHNICAL 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 according to latest NYCDOT Seismic Design Criteria.
- Analysis and interpretation of subsurface data.
- Static and dynamic geotechnical parameters required for foundation design.
- Foundation stiffness matrices and point of fixity.
- For liquefaction potential 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 load.
- Field tests and instrumentation required during and after construction.
- Discussion of soil-structure interaction and adequacy of existing foundation under static and dynamic load.
- Foundation recommendations for all proposed reconstruction or replacement schemes in BRPR.
- Discussion of anticipated construction problems, 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 and 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 if possible. 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 INSPECTION

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 Manual for Bridge Evaluation.

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.

Load rating will be computed by LFD or ASD method for bridge rehabilitation projects. 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.
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: HS-20, H-20, type 3, type 3-S2, type 3-3, and all in Tons. All HS and H ratings shall include both the equivalent H and HS truck and the total load in Tons.

Load rating for all new and replacement bridges will also be computed by LFD and ASD method, and also by the Load and Resistance Factor Rating (LRFR) method. Load ratings for both methods shall be shown. LRFR rating shall be shown at the Inventory and Operating levels as rating factor of AASHTO HL-93 Load. Pedestrian loading shall be used where applicable. See Appendix C for additional instructions regarding ratings.

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 (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 the design truck for Inventory level shall be identified), provide member sizes.

- A diagram of the above referenced Legal and Design trucks.
- 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 05-034 and shall establish weight limit for the bridge.

SHEET ___ OF ___

LEVEL 1 LOAD RATING CONTINUATION 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 _____

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____	Comments _____		

Individual Rating Unit Level 1 Values:

Rating unit Span(s) _____

Main member ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____	Comments _____		

Floor beam ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____	Comments _____		

Stringer ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____	Comments _____		

Certified by _____ **Date** _____

Quality Control Engineer Signature _____ **Date** _____

Agency or Company represented by certifier _____

Notes:

- If connection ratings governs, record them under stringer - floorbeam 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 and NYCDOT Engineering Review 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 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

	H20	INVENTORY	H20	OPERATING	HS20	INVENTORY	HS20	OPERATING
Rating	H20	(TON)	H20	(TON)	HS20	(TON)	HS20	(TON)
Lowest rated element	_____		_____		_____		_____	

Analysis method _____ Comments _____

Floor beam ratings

	H20	INVENTORY	H20	OPERATING	HS20	INVENTORY	HS20	OPERATING
Rating	H20	(TON)	H20	(TON)	HS20	(TON)	HS20	(TON)
Lowest rated element	_____		_____		_____		_____	

Analysis method _____ Comments _____

Stringer ratings

	H20	INVENTORY	H20	OPERATING	HS20	INVENTORY	HS20	OPERATING
Rating	H20	(TON)	H20	(TON)	HS20	(TON)	HS20	(TON)
Lowest rated element	_____		_____		_____		_____	

Analysis method _____ Comments _____

Individual Rating Unit Level 1 Values:

Rating unit Span(s) _____

Main member ratings

	H20	INVENTORY	H20	OPERATING	HS20	INVENTORY	HS20	OPERATING
Rating	H20	(TON)	H20	(TON)	HS20	(TON)	HS20	(TON)
Lowest rated element	_____		_____		_____		_____	

Analysis method _____ Comments _____

Floor beam ratings

	H20	INVENTORY	H20	OPERATING	HS20	INVENTORY	HS20	OPERATING
Rating	H20	(TON)	H20	(TON)	HS20	(TON)	HS20	(TON)
Lowest rated element	_____		_____		_____		_____	

Analysis method _____ Comments _____

Stringer ratings

	H20	INVENTORY	H20	OPERATING	HS20	INVENTORY	HS20	OPERATING
Rating	H20	(TON)	H20	(TON)	HS20	(TON)	HS20	(TON)
Lowest rated element	_____		_____		_____		_____	

Analysis method _____ Comments _____

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

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Floor beam ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Stringer ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Individual Rating Unit Level 1 Values:

Rating unit Span(s) _____

Main member ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Floor beam ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
Lowest rated element	_____	_____	_____	_____

Analysis method _____ Comments _____

Stringer ratings

	H20 INVENTORY	H20 OPERATING	HS20 INVENTORY	HS20 OPERATING
Rating	H20 (TON)	H20 (TON)	HS20 (TON)	HS20 (TON)
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 with the latest New York State Department of Transportation (NYSDOT) Seismic Vulnerability Manual and 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.

In 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) directions ground motions 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 major 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, 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 cannot 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" above the bottom of superstructure and 1" 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 UNIFORM LAND USE REVIEW PROCEDURE (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 Review 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 of design truck
- Design criteria: HL-93
- Hydraulic adequacy
- Redundancy, fatigue sensitive details
- Removal and disposal of hazardous materials
- Future maintenance
- Utilities and their impact on design and Work Zone Traffic Control, 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.
- Work Zone Traffic Control (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 writeup 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 DIGITAL VIDEO DISC (DVD)

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

The 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 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 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 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 DVD afterwards in a studio.

There shall be a separate 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 DVD recording for a bridge takes more than one DVD, each DVD should have the audio and visual message identifying the bridge.

DVD 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 DVD format, video camera at "SP" speed on a DVD of professional quality and all video photography shall be properly illuminated to ensure quality viewing on the 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 DVD for approval with the draft BRPR. DVD shall be properly labeled.

DVD that does 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 DVD's 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 should be more than two inches, it is recommended to submit in separate volumes. Submit load rating calculations and 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.

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 alternatives 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), and 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

- Work Zone Traffic Control Plan
- R.O.W. Plan
- Itemized cost estimate (on separate 8.5” x 11” 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 as specified in "Specifications for the Preparation of Record Drawings and Electronic Media".

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 AutoCAD and searchable pdf format for Department use and record. Use scale as per NYSDOT Bridge Manual for plans preparation.

7.0 PRELIMINARY PLANS - 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.

APPENDICES

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 Work Zone Traffic Control

10 Geotechnical 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; wingwalls/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 **seven** days of 24 hour vehicular counts (**Sunday through Saturday**) and **seven** days of turning movements and pedestrian and bicycle counts (**Sunday through Saturday**; 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 writeup 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 Writeup 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 design truck 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.

5.3 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.

- **<u>FIELD INSPECTION</u>:**

  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 10ft 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 eterioration. 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, wingwalls, 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 as per the latest NYSDOT Seismic Vulnerability Manual and Seismic Design Criteria Guidelines and Standards of New York City Department of Transportation (NYCDOT), 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 Division of Bridges; NYCDOT Division 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 writeup as specified in the "Procedure 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 WORK ZONE TRAFFIC CONTROL

The Engineer shall prepare Work Zone Traffic Control scheme as described below:

9.1 WORK ZONE TRAFFIC CONTROL METHODS

The Engineer shall investigate the Work Zone Traffic Control methods (description; discussion of advantages and disadvantages, cost estimate, duration, sketches) and all findings should be included in the report. 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 WORK ZONE TRAFFIC CONTROL 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 **GEOTECHNICAL 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
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 Design and Legal trucks.

The Engineer shall refer to the AASHTO Manual for Bridge Evaluation for the loading conditions.

For rehabilitation projects 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 HS & H ratings shall include both the equivalent H & HS truck and the total load in Tons

- LRFR rating shall be shown at the Inventory and Operating Levels as rating factors for AASHTO HL-93

- 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, wingwalls / 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: _____ Tons

As–Inspected Load Limit on Bridge: _____ Tons

20. Legal Speed Limit on Bridge: _____ MPH

Is the Legal Speed Limit Posted? _____

Design Speed on Bridge: _____ MPH

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 300 Feet 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 Tons	Operating Tons	Controlling Member(s)
HL-93			
HS-20			
H-20			
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- 7-1/2" min. & Side-walk slab - 7" min. on steel structures. ☐ Yes ☐ No

e) Is new roadway/sidewalk slab designed for HS-25 using the ASD (working stress), LFD or LRFD HL-93? ☐ Yes ☐ No

f) 7" 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. 48" wide units preferably, +1/2" joint between units.
2. If 36" wide section required - locate on outside.
3. 6" 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 61" off centerline of track (If roadway below gives 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 -9” 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. WORK ZONE TRAFFIC CONTROL- 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. WORK ZONE TRAFFIC CONTROL – 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 per the New York State Department of Transportation "Land Surveying Standards and Procedures Manual", "CADD Standards and Procedure Manual", "New York City Specifications for the Preparation of Record Drawings and Electronic Format".

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 United States Customary System 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 33ft intervals on the structure and 66ft 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.

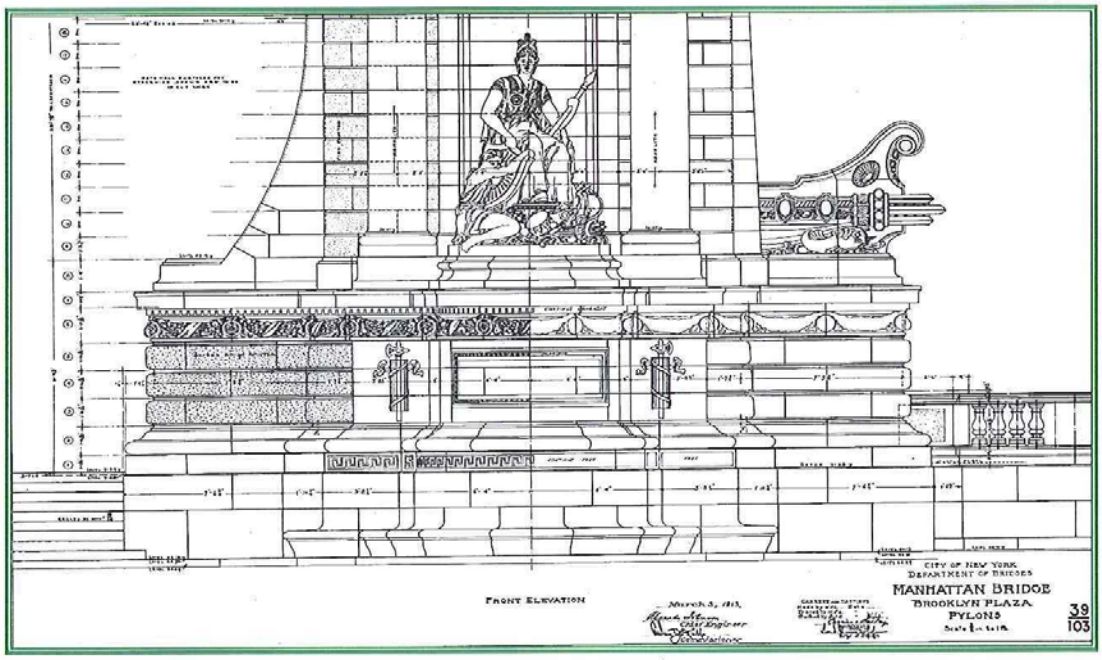
8) Provide a photo for each building/property including entrance(s) (5" x 7" color) together with the submission of the plotted survey drawings.

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

SPECIFICATIONS FOR THE PREPARATION OF RECORD DRAWINGS AND ELECTRONIC MEDIA

Department of Transportation

JANETTE SADIK-KHAN, Commissioner



SPECIFICATIONS

FOR THE PREPARATION OF RECORD DRAWINGS AND ELECTRONIC MEDIA

NYC Department of Transportation
Division of Bridges
Bureau of Engineering Review & Support
55 Water Street, 5th Floor WS
New York, NY 10041
T: 212.839.4036 F: 212.839.4925

www.nyc.gov/dot

NOVEMBER 2009

Table of Contents

Section 1: **Requirements for the preparation of record drawings…..…….. 3**

1.1 Introduction..... 3
1.2 Final submittals and review process 3
1.3 General requirements..... 4
1.4 Drawing format..... 4
1.5 Lettering on drawings..... 5
1.6 Drafting requirements..... 5
1.7 Assignment of media identification number(s)…….. 5
1.8 Preparation of title and certification blocks..... 6

Section 2: **Requirements for the preparation of electronic media…….....7**

2.1 General requirements…….....……..7
2.2 Sorting of images of drawings for Existing Contracts…….. 8
2.3 Media database organization……... 8
2.4 Disc packaging…….....…….. 9

Attachments:

Flowchart: *Review and approval process for preparation of contractual records*

Drawing samples:

A. Title Sheet format (for FAUS and State Funded Projects only)
B. Title Sheet format (for City Funded Projects only)
C. Title Sheet format for Combined Projects
D. Contract or As-Built drawing format
E. Shop drawing format

SECTION 1: REQUIREMENTS FOR THE PREPARATION OF RECORD DRAWINGS

1.1 INTRODUCTION

NYCDOT contract documents require that consultants and/or contractors (collectively referred to as the "Contractor") submit the record project drawings (contract, as-built or shop drawings) in an electronic format at the end of the project. Therefore, these specifications (the "Requirements") describe the drafting and electronic data standards which shall be used by the Contractor for the preparation of record drawings and digital media.

The Requirements shall supercede all previous specifications with respect to the preparation of record drawings and apply to all projects handled in-house at NYCDOT or by the Contractor.

1.2 FINAL SUBMITTALS AND REVIEW PROCESS

As per the NYCDOT contract requirements, the Contractor is responsbile for the preparation and submission of paper copies of contract, final record as-built and/or shop drawings (the "Drawings"). The Contractor shall also be required to submit the Drawings to the NYCDOT, Division of Bridges – Record Management Section as follows:

A set of two (a master and one duplicate) CDs/DVDs containing:

- **one final set of the Drawings in AutoCAD format**
- **one continuous searchable multi-page file of the approved and signed Drawings in a format viewable by NYCDOT using software that it has available, such as Adobe Acrobat Reader.**
- **For Shop drawings the submission in AutoCAD format is optional.**

It is the responsibility of the Contractor to provide sample submissions to the NYCDOT for approval prior to the start of the Drawing preparation, which should include linework, lettering and formats. The attached flowchart entitled "Review and Approval Process" is provided to illustrate the submission process. The attached drawing samples are for reference purpose only. The Contractor shall include all appropriate information specific to the Project, which shall include up-to-date names and titles for the title sheet (such as the NYSDOT and NYCDOT, officials as required).

If the Contractor shall request any deviation from the Requirements, it shall be the Contractor's responsibility to submit a sample drawing and obtain written approval from NYCDOT prior to the commencement of the Work.

All Drawings shall comply with the Requirements and must be clear and legible for subsequent reproduction by conventional methods.

1.3 GENERAL REQUIREMENTS

This section describes the drafting standards to be followed in the preparation of the Drawings for the NYCDOT.

Acceptance of the Drawings shall be at the sole discretion of the NYCDOT Division of Bridges – Records Management.

The Drawings shall be prepared in compliance with applicable A.N.S.I. (American National Standards Institute) / A.S.M.E. (American Society of Mechanical Engineers) / I.E.E.E. (Institute of Electrical and Electronic Engineers) standards, latest editions.

The standards to be used include, but are not limited to, the following:

Y14.1 Decimal Inch Drawing Sheet Size and Format (2005 or latest)

Y14.2 Line Conventions and Lettering (2003 or latest)

Y14.38 Abbreviations and Acronyms (2007 or latest)

The Contractor shall also consult the NYS DOT “Highway Design Manual” CADD Standards and Procedures, latest revision as applicable.

1.4 DRAWING FORMAT

Standard size for the Drawings sheets shall be 34" x 22" in U.S. customary units (865mm x 560mm), including the margins. This drawing size shall have the designation "D".

The margin line shall be drawn 1/2” (15mm) from the top, bottom, and right hand edges and 2” (50 mm) from the left-hand edge to permit binding, resulting in a 31½” x 21” (800mm x 530mm) drafting area.

Space shall be reserved for the title, approval, certification and other blocks, and notes. Notes shall be grouped within one area on each of the Drawings. An area within the margins (working area) shall be reserved solely for an "Approval Stamp."

If the Contractor shall request any deviation from the Requirements, it shall be the Contractor’s responsibility to submit a sample drawing and obtain written approval from NYCDOT prior to the commencement of the work.

Attachments A through E show the required formats for the individual types of Drawings.

1.5 LETTERING ON DRAWINGS

Lettering on the Drawings shall conform to the following requirement so that acceptable digital reproduction may be obtained:

- The letters/characters shall be at least 1/8" (3 mm) minimum height, uppercase, dense black, properly spaced block letters from the Sans Serif font family. Fine face, thin stroke characters shall not be used for lettering on engineering drawings (for example: Romans style font with 1/8" height and 1.000 width factor may be used). The same style font shall be consistently applied throughout the project. Multiple styles of font shall be avoided if possible. The lowercase font styles shall be reserved for special characters, charts etc.

- The equally-spaced text columns width shall be no more than 7" with 70 letters/characters or spaces per column and no more than 10 characters per inch are permitted (for example: three columns of 7" each with approximately 1" margins around each column shall be used for the general notes)

1.6 DRAFTING REQUIREMENTS

The Drawings shall be neatly drawn and clearly legible and shall comply with the following requirements:

a) Widths of lines in format features (i.e. borderlines, margins, principal block outlines, block divisions, tables, etc.) shall be in accordance with A.N.S.I./A.S.M.E. Y14.1 requirements.

b) Abbreviations and symbols are permissible, and shall be used in accordance with the requirements and abbreviations listed in A.N.S.I./A.S.M.E. Y14.38, latest revision, and subject to the restrictions stated elsewhere in the Requirements. When non-standard abbreviations and symbols are used, the Contractor shall be responsible to provide an appropriate legend on each sheet where they are used.

c) When an AutoCAD platform is used for the Drawings, only the latest version is to be utilized.

1.7 ASSIGNMENT OF MEDIA IDENTIFICATION NUMBER(S)

The NYCDOT Division of Bridges – Records Management shall assign project specific CD/DVD numbers upon the commencement of the Work. The Contractor shall request such identification numbers prior to the start of the preparation of the Drawings or in connection with the scanning of existing drawings. The identification number shall be placed below the contract number on a title sheet(s) or next to the contract number in a typical title box.

In the event that all of the required Drawings cannot be contained in a single CD, the Contractor shall provide the Drawings on DVD media. As a rule as-built or shop drawings shall be assigned the extensions to the contract's identification number (L22 for Contract Drawings, L22A for As-Built and L22B for Shop Drawings).

1.8 PREPARATION OF TITLE AND CERTIFICATION BLOCKS

TITLE BLOCK

The Drawings, except for the title sheet, shall include a title block arranged in accordance with applicable A.N.S.I./A.S.M.E. requirements. The title block and certification block shall conform to the form presented in Attachments A through E herein.

The title block shall contain, as a minimum, the following information:

- The Name of the Government Agency (i.e. City of New York, Department of Transportation, Division of Bridges)
- The Construction Contract Number
- The Project Name, Location, the B.I.N. and CD/DVD Number.
- Drawing Title
- Drawing Number
- Principal Scale or a clear indication that it is not to scale (N.T.S.)
- Date
- Sheet Number

CERTIFICATION BLOCK

In addition, the Drawings shall include the certification block with the name(s) of the contractor(s) and/ or the sub-contractor(s) preparing the drawings, and the name of the resident engineer. The certification block shall be placed over the approval section on the right side of the title sheet. The term **"RECORD AS-BUILT DRAWING"** or **"RECORD SHOP DRAWING"** shall be included in the block with lettering of 9/32" (minimum height), upper case in Sans Serif font style (e.g. Romans), bold and properly spaced.

The As-Built drawings shall display changes, if any, as appropriate in the following form:

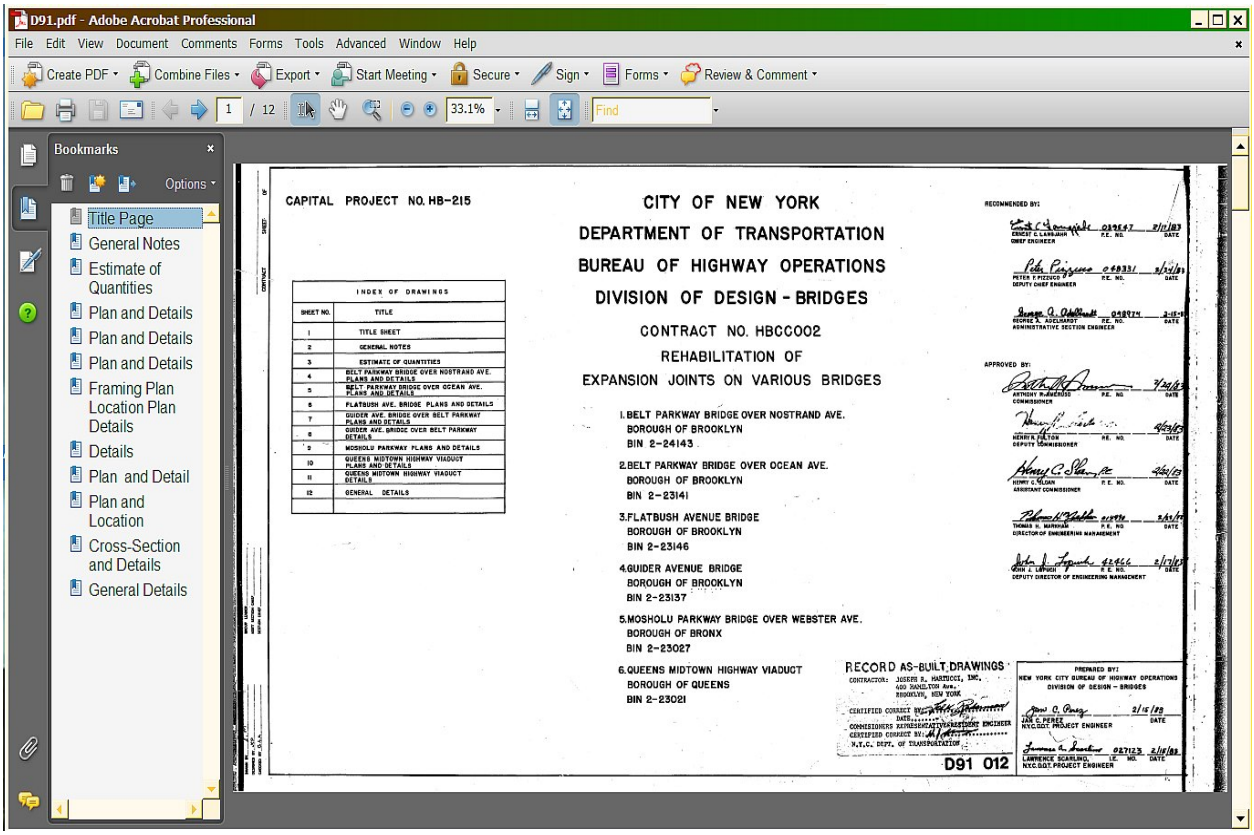
"NO CHANGE FROM CONTRACT DRAWINGS" *or*
"Δ INDICATES CONTRACT CHANGE"

Pursuant to the contract requirements, it shall be the responsibility of the Contractor to ensure that all above-mentioned requirements are followed. The Contractor shall be fully responsibility for the proper, accurate and acceptable execution of the work, including the preparation and submission of the Drawings, and nothing contained herein shall relieve it of such responsibility.

SECTION 2: REQUIREMENTS FOR THE PREPARATION OF ELECTRONIC MEDIA

2.1 GENERAL REQUIREMENTS

This section describes the requirements for all electronic records to be prepared and submitted in connection with NYCDOT contracts. A set of two (a master and one duplicate) CDs/DVDs containing one final set of the Drawings in AutoCAD format and an electronic copy in pdf format (600 dpi resolution) as a continious searchable indexed multi-page file of the approved and signed Drawings in a format viewable by NYCDOT using software available to it, such as Adobe Acrobat Reader. Each set of Drawings shall have indexed individual drawings with their respective titles in the Reader's Bookmarks Navigation Panel (see example below).



The image quality of the Drawings presented on the electronic media shall be of a quality acceptable to NYCDOT, Division of Bridges – Records Management; however, all scanned documents shall have a resolution of at least 600 dpi.

In all matters of conformance to the Requirements, the determination of acceptability of the Drawings shall be solely at the discretion of the NYCDOT Division of Bridges - Records Management and its decision shall be final.

2.2 SORTING OF IMAGES OF DRAWINGS FOR EXISTING CONTRACTS

In order to produce acceptable records for the existing or original drawings, all such scans shall be sorted and placed according to their respective Bridge Identification Number (BIN). In case of older contracts where the BIN system had not been utilized, the latest available data shall precede the drawing titles information (for example, Kosciuszko Br. over Newton Creek and BIN 1-07569, must be typed in the media folders, instead of “New Meeker Avenue Bridge” without a BIN obtained from the drawing’s title).

2.3 MEDIA DATABASE ORGANIZATION

The database name shall consist of the CD/DVD identification number. The folders shall be represented by the BIN and divided into subfolders carrying the Year and Contract Number label. All of the Drawings shall reside in the subfolders (see Fig.1). If the Year or Contract Number is not available, the term “NONE” shall be used.

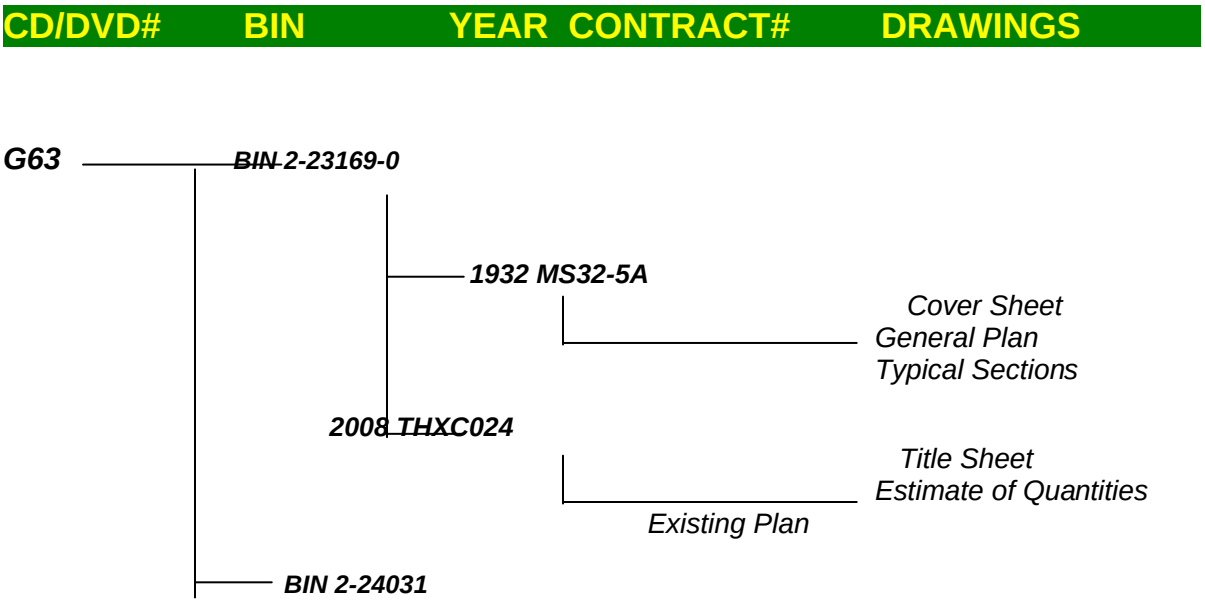


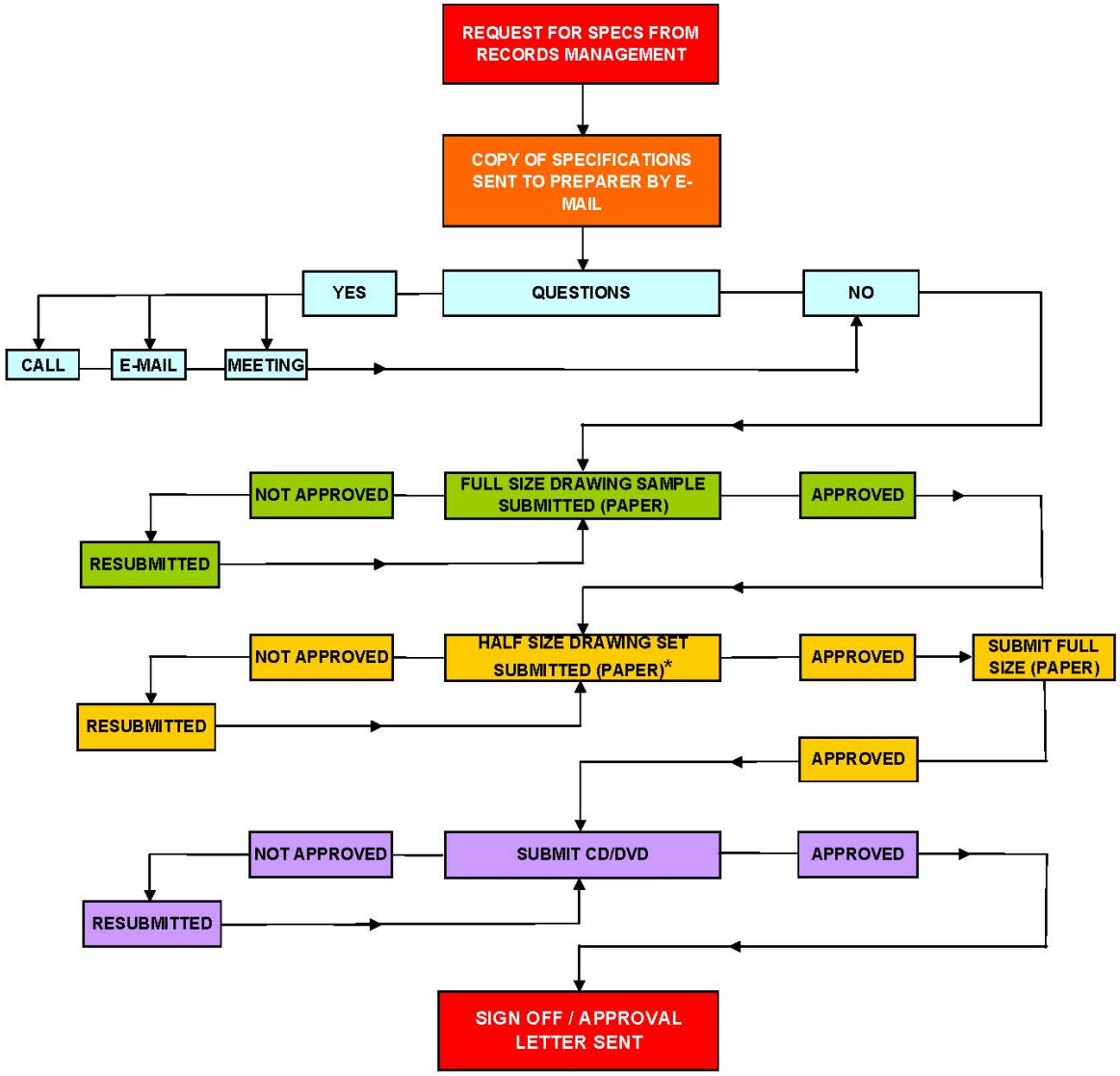
Figure 1. Database Organization

2.4 DISC PACKAGING

Pursuant to the Requirements, each CD/DVD shall be submitted to NYCDOT in a clear, slim case. The disc label shall be permanently affixed and shall include the Department's Name, BIN, Bridge Name, Contract Number, CD/DVD Identification Number, Name of the Contractor, and the Date as shown in Fig.2 below. The lettering shall be done in black, using a bolded San Serif font of size 10, where space allows.

Figure 2. Disc Label

REVIEW AND APPROVAL PROCESS FOR PREPARATION OF CONTRACTUAL RECORDS



**As-Built projects with large number of drawings are exempt from this submissior*

TITLE SHEET FORMAT

SIZE "D"

ALL SAMPLES ARE NOT TO SCALE AND SHALL NOT BE USED TO GENERATE DRAWINGS
THE INFORMATION SHOWN IS FOR REFERENCE ONLY

ATTACHMENT A
(FOR FAUS AND STATE FUNDED PROJECTS ONLY)

SHEET NO.	TOTAL SHEETS
1	76

CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

REPLACEMENT OF AMBOY ROAD BRIDGE OVER LEMON CREEK

RECOMMENDED BY:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REGION 11

NAME DATE
REGIONAL DIRECTOR

NAME DATE
DIRECTOR OF STRUCTURES

RECOMMENDED BY:

NEW YORK CITY DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

NAME P.E. DATE
DIRECTOR

NAME P.E. DATE
ENGINEER-IN-CHARGE

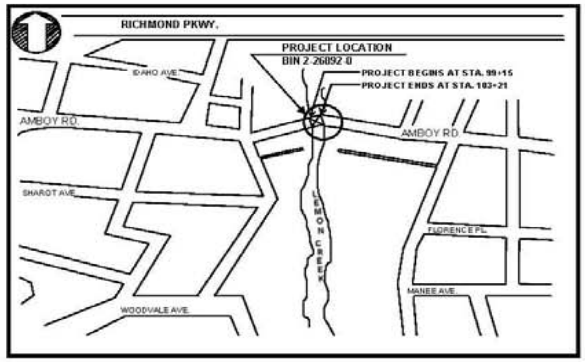
NAME P.E. DATE
PROJECT ENGINEER

PREPARED BY:

NAME OF CONSULTANT

NAME P.E. DATE
CONSULTANT

BIN 2-26892-0
PIN 84195SI399BR
CONTRACT NO. HBRC007
CD NO. L21A
FEDERAL AID PROJECT NO.118-0371-104
BOROUGH OF STATEN ISLAND
COUNCIL DISTRICT: 38
COMMUNITY BOARD: 7



LOCATION PLAN
N.T.S.

(FOR FAUS AND STATE FUNDED PROJECTS ONLY)

NEW YORK CITY MAINTENANCE NOTE

THE DIVISION OF MAINTENANCE RESPONSIBILITY FOR THE BRIDGE AFTER THE COMPLETION OF THIS CONTRACT WILL REMAIN THE SAME AS THE DIVISION OF MAINTENANCE RESPONSIBILITY WHICH EXISTED BEFORE THIS CONTRACT. ALL EXISTING SANITARY AND OTHER SEWERS NOT DEEMED PART OF THE PROJECT BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION COMMISSIONER, WATER MAINS, HYDRANTS, AND OTHER MUNICIPALLY OR PRIVATELY OWNED FACILITIES WITHIN THE LIMITS OF THE RIGHT OF WAY WHICH REMAIN IN SERVICE UNCHANGED AND ALL SUCH FACILITIES RELOCATED OR PROJECTED AS PART OF THE WORK PERFORMED UNDER THE PROJECT WHETHER CROSSING LOCATED, WITHIN OR ADJACENT TO THE RIGHT OF WAY SHALL BE MAINTAINED AS THE CASE MAY BE BY THE MUNICIPALITY OR BY THE AGENCY OR UNIT HAVING CONTROL OR JURIDICATION THEREOF AT NO COST OR EXPENSE TO THE D.O.T. MAINTENANCE GUIDELINES FOR THE REHABILITATION WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THOSE CONTAINED IN THE AASHTO MANUAL.

APPROVED BY:

JANETTE SADIK-KHAN DATE
COMMISSIONER

LORI ARDITO DATE
FIRST DEPUTY COMMISSIONER

HENRY D. PERAHIA, P.E. DATE
DEPUTY COMMISSIONER/ CHIEF BRIDGE OFFICER

JAY PATEL, P.E./ LAWRENCE S. KING, P.E. DATE
DEPUTY CHIEF ENGINEER
EAST RIVER/MOVABLE BRIDGES/ ROADWAY BRIDGES

KAMAL KISHORE, P.E. DATE
DEPUTY CHIEF ENGINEER
ENGINEERING REVIEW & SUPPORT

RUSSELL HOLCOMB, P.E. DATE
DEPUTY CHIEF ENGINEER
BRIDGE MAINTENANCE, INSPECTIONS AND OPERATIONS

RECORD AS-BUILT (SHOP) DRAWINGS

1. CONTRACTOR:
ADDRESS:
CERTIFIED CORRECT BY _____ DATE: _____

2. COMMISSIONER'S REPRESENTATIVE - RESIDENT ENGINEER OR CONSTRUCTION SUPERVISION CONSULTANT
ADDRESS:
CERTIFIED CORRECT BY _____ DATE: _____

CERTIFICATION BLOCK FOR AS-BUILT OR SHOP DRAWINGS ONLY

22" (560 mm)
34" (865 mm)

TITLE SHEET FORMAT

SIZE "D"

ALL SAMPLES ARE NOT TO SCALE AND SHALL NOT BE USED TO GENERATE DRAWINGS
THE INFORMATION SHOWN IS FOR REFERENCE ONLY

ATTACHMENT B
(FOR CITY FUNDED PROJECTS ONLY)

SHEET NO.	TOTAL SHEETS
1	76

CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

REPLACEMENT OF AMBOY ROAD BRIDGE OVER LEMON CREEK

BIN 2-26892-0
PIN 84195SI399BR
CONTRACT NO. HBRC007
CD NO. L21A
BOROUGH OF STATEN ISLAND
COUNCIL DISTRICT: 38
COMMUNITY BOARD: 7

RECOMMENDED BY:

NEW YORK CITY DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

NAME P.E. DATE
DIRECTOR

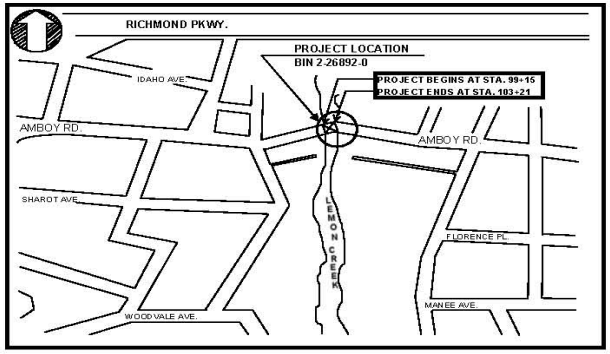
NAME P.E. DATE
ENGINEER-IN-CHARGE

NAME P.E. DATE
PROJECT ENGINEER

PREPARED BY:

NAME OF CONSULTANT

NAME P.E. DATE
CONSULTANT



LOCATION PLAN
N.T.S.

APPROVED BY:

JANETTE SADIK-KHAN DATE
COMMISSIONER

LORI ARDITO DATE
FIRST DEPUTY COMMISSIONER

HENRY D. PERAHIA, P.E. DATE
DEPUTY COMMISSIONER/ CHIEF BRIDGE OFFICER

JAY PATEL, P.E./ LAWRENCE S. KING, P.E. DATE
DEPUTY CHIEF ENGINEER
EAST RIVER/MOVABLE BRIDGES/ ROADWAY BRIDGES

KAMAL KISHORE, P.E. DATE
DEPUTY CHIEF ENGINEER
ENGINEERING REVIEW & SUPPORT

RUSSELL HOLCOMB, P.E. DATE
DEPUTY CHIEF ENGINEER
BRIDGE MAINTENANCE, INSPECTIONS AND OPERATIONS

RECORD AS-BUILT (SHOP) DRAWINGS

1. CONTRACTOR:
ADDRESS:
CERTIFIED CORRECT BY _____ DATE: _____

2. COMMISSIONER'S REPRESENTATIVE - RESIDENT ENGINEER OR CONSTRUCTION SUPERVISION CONSULTANT
ADDRESS:
CERTIFIED CORRECT BY _____ DATE: _____

CERTIFICATION BLOCK FOR AS-BUILT OR SHOP DRAWINGS ONLY

22" (560 mm)
34" (865 mm)

ATTACHMENT C

TITLE SHEET FORMAT FOR COMBINED PROJECTS

SIZE "D"

ALL SAMPLES ARE NOT TO SCALE AND SHALL NOT BE USED TO GENERATE DRAWINGS
THE INFORMATION SHOWN IS FOR REFERENCE ONLY

SHEET NO.	TOTAL SHEETS
1	99

CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

RECONSTRUCTION OF WEST 232ND STREET BRIDGE OVER HENRY HUDSON PARKWAY

BIN 2-22945-0 PIN 84195SI399BR CONTRACT NO. HBRC123 CD NO. L21A

RECONSTRUCTION OF WEST 239TH STREET BRIDGE OVER HENRY HUDSON PARKWAY

BIN 2-22947-0 PIN 84195SI400BR CONTRACT NO. HBRC124 CD NO. L22A

RECONSTRUCTION OF WEST 252ND STREET BRIDGE OVER HENRY HUDSON PARKWAY

BIN 2-22950-0 PIN 84195SI401BR CONTRACT NO. HBRC125 CD NO. L23A

BOROUGH OF THE BRONX
COUNCIL DISTRICT: 11
COUNCIL BOARD: 8

RECOMMENDED BY:

NEW YORK CITY DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

NAME P.E. DATE
DIRECTOR

NAME P.E. DATE
ENGINEER-IN-CHARGE

NAME P.E. DATE
PROJECT ENGINEER

PREPARED BY:

NAME OF CONSULTANT

NAME P.E. DATE
TITLE

LOCATION PLAN IS OPTIONAL (SPACE PERMITTING)

APPROVED BY:

JANETTE SADIK-KHAN DATE
COMMISSIONER

LORI ARDITO DATE
FIRST DEPUTY COMMISSIONER

HENRY D. PERAHIA, P.E DATE
DEPUTY COMMISSIONER/ CHIEF BRIDGE OFFICER

JAY PATEL, P.E / LAWRENCE S. KING, P.E DATE
DEPUTY CHIEF ENGINEER
EAST RIVER MOVABLE BRIDGES/ ROADWAY BRIDGES

KAMAL KISHORE, P.E DATE
DEPUTY CHIEF ENGINEER
ENGINEERING REVIEW & SUPPORT

RUSSELL HOLCOMB, P.E. DATE
DEPUTY CHIEF ENGINEER
BRIDGE MAINTENANCE, INSPECTIONS AND OPERATIONS

22" (560 mm)

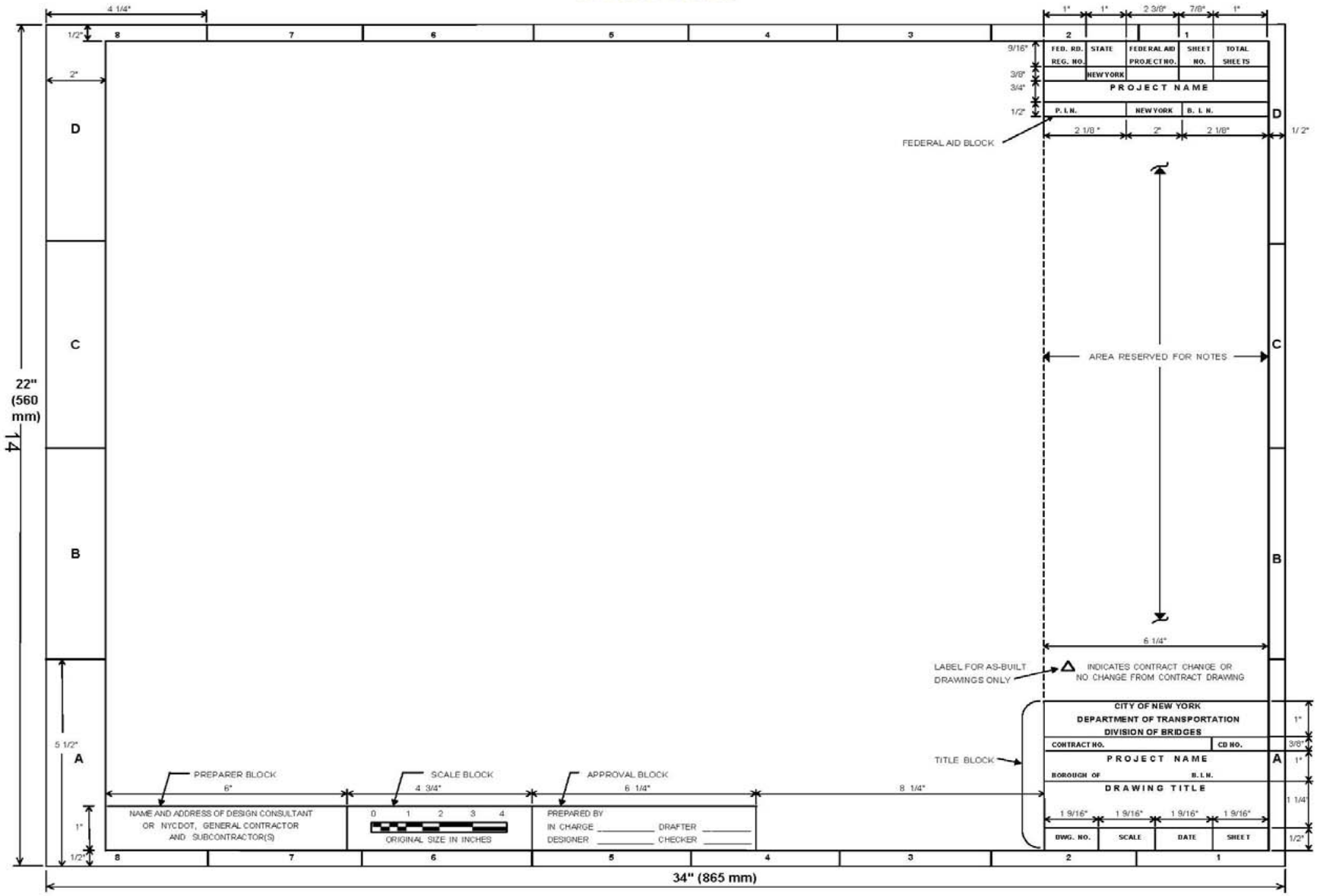
34" (865 mm)

CONTRACT OR AS-BUILT DRAWING FORMAT

SIZE "D"

SAMPLE NOT TO SCALE

ATTACHMENT D

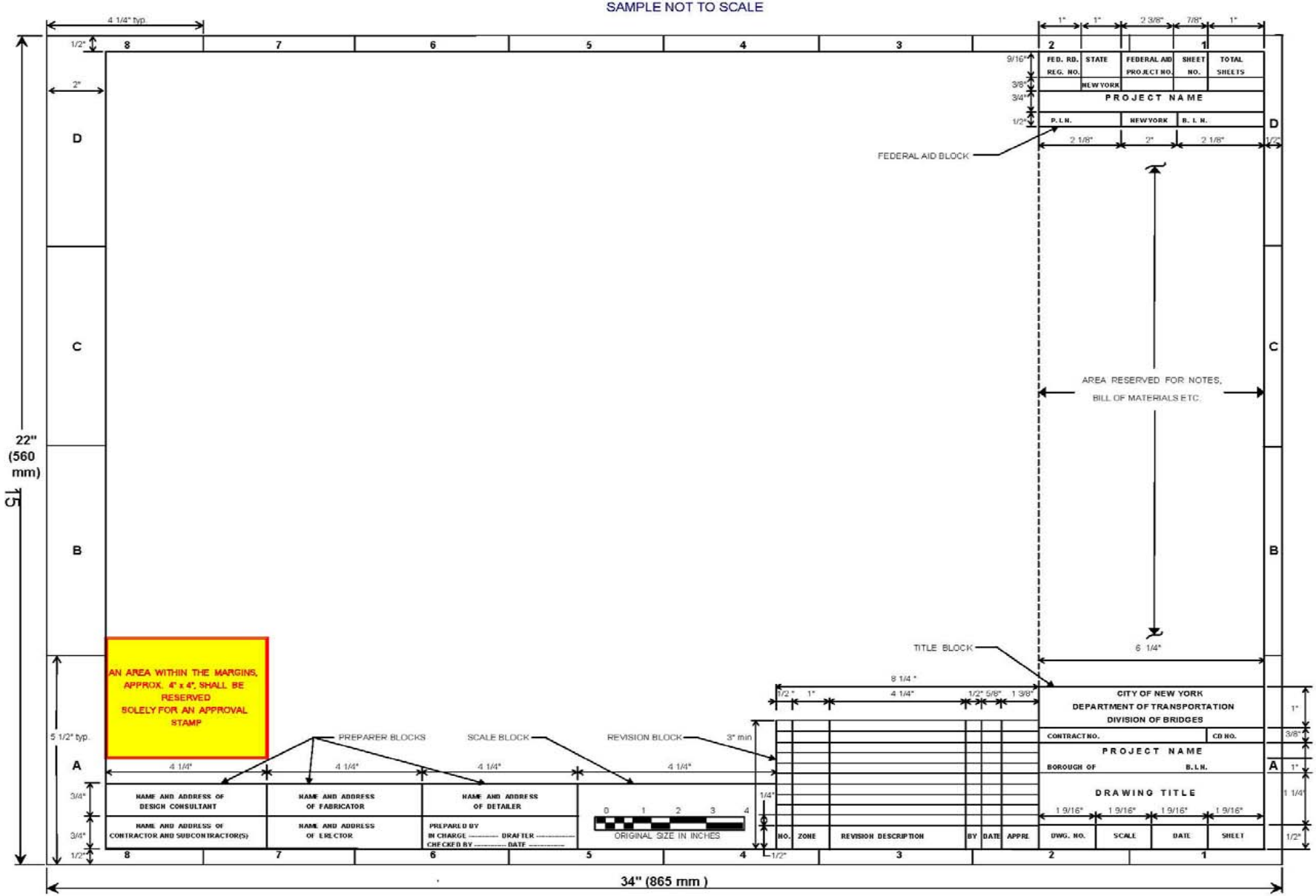


SHOP DRAWING FORMAT

SIZE "D"

SAMPLE NOT TO SCALE

ATTACHMENT E



SECTION VII

B) GENERAL PROVISIONS - (APPENDIX A)
APPENDIX A, AUGUST 2011 FINAL
&
MACBRIDE PRINCIPLES PROVISIONS

NOTICE TO VENDORS

Please be advised that in August 2011 the City of New York began using a revised Appendix A (General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services) for use by City agencies. The revised Appendix A contains a significant restructuring and changes to the text of many provisions throughout the document as well as the addition of many new provisions. It is important to review the revised Appendix A before executing your contract.

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions……1

ARTICLE 1 - REPRESENTATIONS AND WARRANTIES

Section 1.01 Procurement of Agreement……2

Section 1.02 Conflicts of Interest…….2

Section 1.03 Fair Practices……...4

Section 1.04 VENDEX……..4

Section 1.05 Political Activity……...4

Section 1.06 Religious Activity…….....5

Section 1.07 Unlawful Discriminatory Practices: City Admin. Code § 6-123…….……5

Section 1.08 Bankruptcy and Reorganization……5

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment……...…5

Section 3.02 Subcontracting…….……6

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status……..7

Section 4.02 Employees…….8

Section 4.03 Removal of Individuals Performing Work……8

Section 4.04 Minimum Wage……...8

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e……..…8

Section 4.06 Non-Discrimination: City Admin. Code § 6-108…….…….9

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity……...10

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records…….…...12

Section 5.02 Retention of Records…….....……12

Section 5.03 Inspection……..….12

Section 5.04 Audit……...13

Section 5.05 No Removal of Records from Premises……...……13

Section 5.06 Electronic Records……...……..13

Section 5.07 Investigations Clause…….14

Section 5.08 Confidentiality……...……16

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS AND ANTITRUST

Section 6.01 Copyrights……..18

Section 6.02 Patents and Inventions…….…….19

Section 6.03 Pre-existing Rights……...……..19

Section 6.04 Antitrust……...……..19

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure…….……19

Section 7.02 Commercial General Liability Insurance ……..……19

Section 7.03 Professional Liability Insurance…….……...…..20

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance ……...……....…...……..…20

Section 7.05 Unemployment Insurance ……20

Section 7.06 Business Automobile Liability Insurance……....21

Section 7.07 General Requirements for Insurance Coverage and Policies……....21

Section 7.08 Proof of Insurance…….……..……..21

Section 7.09 Miscellaneous …….….…..22

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions……..….….……23

Section 8.02 Protection of City Property…….…….……24

Section 8.03 Indemnification …….……..…….24

Section 8.04 Infringement Indemnification …….……24

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation.….….….24

Section 8.06 Actions By or Against Third Parties…….…….…..25

Section 8.07 Withholding of Payments……...….….….…25

Section 8.08 No Third Party Rights……..……..…25

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes…….……..…26

Section 9.02 Changes Through Fault of Contractor…….….….……..…26

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause…….….…..…...26

Section 10.02 Reductions in Federal, State and/or City Funding……...……...….26

Section 10.03 Contractor Default ……..……....27

Section 10.04 Force Majeure ……..……...29

Section 10.05 Procedures for Termination……...…30

Section 10.06 Miscellaneous Provisions ……...30

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment…….…....31

Section 11.02 Electronic Funds Transfer……..……....31

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law…….…….....32

Section 12.02 Jurisdiction and Venue……..…….32

Section 12.03 Resolution of Disputes……...…..32

Section 12.04 Claims and Actions …….…37

Section 12.05 No Claim Against Officers, Agents or Employees……...….…37

Section 12.06 General Release……...…38

Section 12.07 No Waiver……..……...…38

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules……..……..…..…38

Section 13.02 All Legal Provisions Deemed Included……..……..…..38

Section 13.03 Severability / Unlawful Provisions Deemed Stricken……..……..……...38

Section 13.04 Compliance With Laws……...……38

Section 13.05 Americans with Disabilities Act (ADA)……....…..…39

Section 13.06 Voter Registration……..…..….39

Section 13.07 Participation in an International Boycott…….……42

Section 13.08 MacBride Principles……...….42

Section 13.09 Access to Public Health Insurance Coverage Information……..42

Section 13.10 Distribution of Personal Identification Materials……..……..44

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent……...……...44

Section 14.02 Merger……...…….……..44

Section 14.03 Headings……..…….45

Section 14.04 Notice……..……..45

AFFIRMATION……...……...46

CERTIFICATION BY BROKER……...……..…….47

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

D. "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" shall mean the head of the Department 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.

F. "Comptroller" shall mean the Comptroller of the City of New York.

G. "Contractor" shall mean the entity entering into this Agreement with the Department.

H. "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

I."Department" or "Agency" shall mean the City agency that has entered into this Agreement.

J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. 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 conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal

interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

D. Except as provided in Paragraph E below, the Contractor's employees and members of their immediate families, as defined in Paragraph F below, may not serve on the Board of Directors of the Contractor ("Board"), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

E. If the Board has more than five (5) members, then Contractor's employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees and members of their immediate families are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

F. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars ($1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor's total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Section 2.03 Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for

public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars ($50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency

shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section 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.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars ($5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars ($5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars ($5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars ($25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 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. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the

City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days' written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement 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, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars ($50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be 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.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Section 4.06 Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. 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.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph 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.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. 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 ($100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

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

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

6. Will permit DLS to have access to all relevant books, records, and accounts 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 the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or

2. Suspension or termination of the Agreement; and/or

3. Declaring the Contractor in default; and/or

4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor 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 One Hundred Thousand Dollars ($100,000) 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 DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof 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. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

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

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City 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. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or 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, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. 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.

2. 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 E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that 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 any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that 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 Paragraph D 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 Paragraph (C)(1) 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.

F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

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

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

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the

costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-

exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a 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.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

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 antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise

from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least Two Million Dollars ($2,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement 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. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars ($1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.08 Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

1. C-105.2 Certificate of Workers' Compensation Insurance;

2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;

3. Request for WC/DB Exemption (Form CE-200);

4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or

5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner [insert Agency name and appropriate address], and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall

provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

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 Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law. In the event the Contractor fails to provide a defense of the City of a claim upon demand, the Contractor shall reimburse the City for all reasonable attorney's fees and expenses. Notwithstanding the above, where a claim relates exclusively to the negligent performance of professional services, the Contractor is not obligated to provide the City or its officers and employees with a defense or reimbursement for attorney’s fees.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement’s scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor’s obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable

staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially

involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Commissioner may, in his or her discretion, provide for

such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in

accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

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

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the

Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars ($25,000) and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and 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 (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. 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, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

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 Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor 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 Contractor 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 Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, 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 Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, 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 contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor 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 Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, 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 Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor 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 Contractor to the CDRB, the Contractor 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 Contractor 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 Contractor 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 Contractor to the Agency, including the Notice of Dispute. The Contractor 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 Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

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 Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor 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 Agreement.

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 or 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 or 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 Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor 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 Contractor 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 Contractor 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 Contractor to, the Comptroller's Office. The Contractor 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 Contractor 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 Contractor 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 Contractor. 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 CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the 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 this Agreement. 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 Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the 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 PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement 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.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, 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 provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

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

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement 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 the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

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

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms

shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. Assistance in Completing Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. Required Statements. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 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 federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., 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, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) 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.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human

Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of $250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the

commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.10 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 ("E.O. 150"), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

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

Section 14.02 Merger

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

Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement 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. Either party may change its notice address 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 below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

AFFIRMATION

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 contract except _____.

Full name of Proposer or Bidder *[below]*

_____

Address_____

City_____ State_____ Zip Code_____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

☐ B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

☐ C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By_____
Signature

_____
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer'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 businesses seeking City contracts.

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

_____
[Name of broker (typewritten)]

_____
[Address of broker (typewritten)]

_____
[Signature of authorized officer of broker]

_____
[Name of authorized officer (typewritten)]

_____
[Title of authorized officer (typewritten)]

_____
[Contact Phone Number for Broker (typewritten)]

_____
[Email Address of Broker (typewritten)]

Sworn to before me this

_____ day of _____, 201_

_____

NOTARY PUBLIC

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 PACKAGE

(To be submitted in a separate sealed envelope along with the Proposal Package)

CONTENTS

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

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

FORM 1P

PROPOSAL COVER LETTER

TOTAL DESIGN & CONSTRUCTION SUPPORT SERVICES FOR THE COMPONENT REHABILITATION OF 10 BRIDGES, CITYWIDE

CONTRACT NO.: HBCR03A

E-PIN 84112P0003

PIN 84112MBBR608

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 (TECHNICAL) FORMS PACKAGE

(To be submitted in a separate sealed envelope along with the Proposal Package)

CONTENTS

1. **FORM 1T - DEMONSTRATED QUANTITY AND QUALITY OF SUCCESSFUL RELEVANT 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)**

Note 1: **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

Note 2: **All prospective proposers are hereby advised that their proposals will be evaluated based on the information provided on Forms 1T, 2T, 3T, 4T and 5T.**

FORM 1T

DEMONSTRATED QUANTITY AND QUALITY OF SUCCESSFUL RELEVANT EXPERIENCE
(FIRM IN GENERAL)

E-PIN: 84112P0003 **PROJECT NAME:** **TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR COMPONENT REHABILITATION OF 10 BRIDGES, CITYWIDE**
PIN: 84112MBBR608

CONTRACT NO.: **HBCR03A**

CONSULTANT:_____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

DESCRIBE

Demonstrated Quantity and Quality of Successful Relevant Experience – (FIRM IN GENERAL)

1) **Proposer will include relevant experience in Bridge Total Design & Construction Support Services work in the last five (5) years. Proposer should consider work with City, State and Federal agencies; and prior work 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 Total Design & Construction Support 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 demonstrated level of organizational capability.**

4) **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

E-PIN: 84112P0003
PIN: 84112MBBR608

PROJECT NAME: **TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR COMPONENT REHABILITATION OF 10 BRIDGES, CITYWIDE**

CONTRACT NO.: **HBCR03A**

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 project and projects over railroads.

   In each of the project descriptions, identify the 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

E-PIN: 84112P0003
PIN: 84112MBBR608

PROJECT NAME: **TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR COMPONENT REHABILITATION OF 10 BRIDGES, CITYWIDE**

CONTRACT NO.: HBCR03A

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM:_____

OVERALL APPROACH TO PROJECT:

1. **Describe your overall approach and understanding to providing TD/CSS 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 AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **2781 EB (BQE) / WASHINGTON ST.**

BIN: 2-23041-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **HHP NB / RAMP TO 96TH ST..**

BIN: 2-22931-2

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **KNAPP ST. / BSHP**

BIN: 2-23144-9

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **150TH ST. / BCIP.**

BIN: 2-23195-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **147TH ST. / BCIP**

BIN: 2-23198-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **FREEMONT AVE. PED BR. / SIRT SOUTH SHORE**

BIN: 2-24945-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

LOCATION:: **SOUTH OF TILLARY ST. / NAVY ST.**

E-PIN: 84112P0003
PIN: 84112MBBR608
BIN: 2-24444-0

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **NORTHERN BLVD. W.B / FLUSHING RIVER**

BIN: 2-05580-1

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **NORTHERN BLVD. E.B / FLUSHING RIVER**

BIN: 2-05580-2

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)**

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

LOCATION:: **GRAND CONCOURSE / E 174TH ST.**

E-PIN: 84112P0003
PIN: 84112MBBR608
BIN: 2-24231-9

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

☐ PROFESSIONAL ENGINEERING/ ARCHITECTURAL SERVICES

☐ OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

1. **Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.**

2. **No salary information should be included on this form.**

3. **This form must be completed for the prime and each of the proposed subconsultants** **(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 (HOURS PROPOSED)
_____	_____%	_____	_____
_____	_____%	_____	_____
_____	_____%	_____	_____

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.

SECTION VII

E) COST PROPOSAL FORMS PACKAGE

(To be submitted in a separate sealed envelope along with the Proposal Package)

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: **Total Design and Construction Support Services For Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **2781 EB (BQE) / WASHINGTON ST.**

BIN: **2-23041-0**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services For Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **HHP NB / RAMP TO 96TH ST.**

BIN: **2-22931-2**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services For Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **KNAPP ST. / BSHP**

BIN: **2-23144-9**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **150TH ST. / BCIP**

BIN: **2-23195-0**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **147TH ST. / BCIP**

BIN: **2-23198-0**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **FREEMONT AVE. PED BR. / SIRT SOUTH SHORE**

BIN: **2-24945-0**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **SOUTH OF TILLARY ST. / NAVY ST.**

BIN: **2-24444-0**

PRIME CONSULTANT:_____

CONTRACT NO.: **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **NORTHERN BLVD. W.B / FLUSHING RIVER**

BIN: **2-05580-1**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **NORTHERN BLVD. E.B / FLUSHING RIVER**

BIN: **2-05580-2**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

Location: **GRAND CONCOURSE / E 174TH ST.**

BIN: **2-24231-9**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

CONSULTANT ON THIS FORM:_____

☐ PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
☐ OTHER/_____

	(COLUMN 1) JOB TITLE ASCE/ NICET GRADE	(COLUMN 2) TOTAL HOURS	(COLUMN 3) HOURSTHIS FIRM	(COLUMN 4) AVERAGE HOURLY RATE (FY 20XX)	(COLUMN 5) LABOR COST COL3X COL4
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS				**$ (T)**

INTERIM OVERHEAD FACTOR _____ **(A)**

PROFIT FACTOR _____ **(B)**

INTERIM MULTIPLIER _____ **(1+A)X(1+B) = M**

TOTAL LABOR COST (T x M) **$** _____ **(C)**

MAXIMUM ESCALATION FACTOR = **1.04 (D)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (GRAND TOTAL COST) (C X D) **$** _____ **(E)**

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 NYSDOT for regional offices (if available). 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. Interim 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 agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). 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 in accordance with applicable NYC Comptrollers' Directive 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 contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

FORM 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **2781 EB (BQE) / WASHINGTON ST.**

BIN: 2-23041-0

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$5,000.00**	**(T)**
	Budgetary Allowance				**$2,000.00**
	Contingency Allowance				**$2,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **HHP NB / RAMP TO 96TH ST..**

BIN: 2-22931-2

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$5,000.00**	**(T)**
	Budgetary Allowance				**$2,000.00**
	Contingency Allowance				**$2,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **KNAPP ST. / BSHP**

BIN: 2-23144-9

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$5,000.00**	**(T)**
	Budgetary Allowance				**$2,000.00**
	Contingency Allowance				**$2,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608
BIN: 2-23195-0

LOCATION:: **150TH ST. / BCIP.**

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$6,000.00**	**(T)**
	Budgetary Allowance				**$3,000.00**
	Contingency Allowance				**$2,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **147TH ST. / BCIP**

BIN: 2-23198-0

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$6,000.00**	**(T)**
	Budgetary Allowance				**$4,000.00**
	Contingency Allowance				**$2,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **FREEMONT AVE. PED BR. / SIRT SOUTH SHORE**

BIN: 2-24945-0

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$6,000.00**	**(T)**
	Budgetary Allowance				**$15,000.00**
	Contingency Allowance				**$4,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **SOUTH OF TILLARY ST. / NAVY ST.**

BIN: 2-24444-0

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$4,000.00**	**(T)**
	Budgetary Allowance				**$2,000.00**
	Contingency Allowance				**$2,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **NORTHERN BLVD. W.B / FLUSHING RIVER**

BIN: 2-05580-1

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$9,000.00**	**(T)**
	Budgetary Allowance				**$5,000.00**
	Contingency Allowance				**$5,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **NORTHERN BLVD. E.B / FLUSHING RIVER**

BIN: 2-05580-2

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$9,000.00**	**(T)**
	Budgetary Allowance				**$5,000.00**
	Contingency Allowance				**$5,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: 84112P0003
PIN: 84112MBBR608

LOCATION:: **GRAND CONCOURSE / E 174TH ST.**

BIN: 2-24231-9

PRIME CONSULTANT:_____ **CONTRACT NO.: HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$5,000.00**	**(T)**
	Budgetary Allowance				**$2,000.00**
	Contingency Allowance				**$2,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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 4T – COST PROPOSAL – GRAND TOTAL & SUMMARY

PROJECT NAME: **Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide**

E-PIN: **84112P0003**
PIN: **84112MBBR608**

BIN:: **2-23041-0, 2-22931-2, 2-23144-9, 2-23195-0, 2-23198-0, 2-24945-0, 2-24444-0, 2-05580-1, 2-05580-2, 2-24231-9**

PRIME CONSULTANT:_____ **CONTRACT NO.:** **HBCR03A**

	(COLUMN 1) CONSULTANT	(COLUMN 2) HOURS ALL FIRMS	(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT	(COLUMN 4) DIRECT NON-SALARY COST	(COLUMN 5) TOTAL COST
1.				$	$
2.				$	$
3.				$	$
4.				$	$
5.				$	$
6.				$	$
7.				$	$
8.				$	$
9.				$	$
	TOTALS			**$60,000.00**	**(T)**
	Budgetary Allowance				**$42,000.00**
	Contingency Allowance				**$28,000.00**
	GRAND TOTAL				

INSTRUCTIONS:

1. The costs entered in Column 3 are the totals shown on line (E) 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) MINORITY/WOMEN BUSINESS OWNED ENTERPRISES PROGRAM

1. **NOTICE TO ALL PROPSECTIVE CONTRACTORS (7 Pages)**

2. **SCHEDULE B - SUBCONTRACTOR UTILIZATION PLAN**
   (To be submitted in a separate sealed envelope along with the Proposal Package)

   PART I: AGENCY'S TARGET
   (To be completed by NYCDOT)

   PART II: BIDDER/PROPOSER SUBCONTRACTING PLAN
   (pages 2 and 3 to be completed by Consultant)

   PART III: REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE
   (page 4, if applicable, to be submitted no later than 7 days prior to the proposal due date)

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

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

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

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

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

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

PART A

PARTICIPATION GOALS FOR CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

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

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

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and time the bids or proposals are due, in writing to the Agency by e-mail at ACCOMail@dot.nyc.gov or via facsimile at (212) 839-4241. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under $1 million.

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

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

THE BIDDER/PROPOSER MUST COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). SUBCONTRACTOR UTILIZATION PLANS WHICH DO NOT INCLUDE THE REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT VENDOR HAS SUBMITTED A SUBCONTRACTOR UTILIZATION PLAN WHERE THE REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE PLAN ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE AFFIRMATION, 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 COMPLETED PLAN TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE 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.

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Subcontractor Participation Goals established for this Contract by proposing one or more subcontractors that are M/WBEs for any portion of the Wicks trade work if the amount to be awarded to such M/WBE subcontractor is under $1 million.** In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311.

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

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

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

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

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its Subcontractor Utilization Plan as part of its bid submission.** The Agency may grant a request for Modification of a Contractor's Subcontractor Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

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

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

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

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

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

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

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

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

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

12. If this Contract is for an indefinite quantity of construction or professional services or is a requirements type contract and the Contractor has submitted a Subcontractor Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Subcontractor Participation Goals**, the Contractor will not be deemed in violation of the M/WBE requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

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

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) take any other appropriate remedy.

4. If a Subcontractor Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to award subcontracts to MBEs and/or WBEs sufficient to meet the Subcontractor Participation Goals contained in its Subcontractor Utilization Plan or the Subcontractor Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of subcontracts required to be awarded to MBE and/or WBE subcontractors to meet the Subcontractor Participation Goals and the dollar amount the Contractor actually awarded and paid to MBE and/or WBE subcontractors. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Subcontractor Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The

making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.

Tax ID #: _____ E-PIN: 84112P0003

THE CITY OF NEW YORK

SCHEDULE B – Subcontractor Utilization Plan – Part I: Agency's Target

This page to be completed by contracting agency

Contract Overview

E-PIN	84112P0003	**Project/Program**	BRIDGES
Procurement Description	Total Design and Construction Support Services for Comp. Rehab.of 10 Bridges, Citywide , PIN No. 84112MBBR608		
Contracting Agency	DOT		
Agency Address	55 Water Street, Ground Floor	**City** New York	**State** NY **Zip Code** 10041
Contact Person	Dr. Paul-Michael Kazas	**Title**	Director, Capital Procurement
Telephone #	212-839-6314	**Email**	pkazas@dot.nyc.gov

Project Description *(attach additional pages if necessary)*

Total Design and Construction Support Services for Component Rehabilitation of 10 Bridges, Citywide

(1) ✓ **Target Subcontracting Percentage**
Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under $1 million for construction and professional services. 30 %

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

Group	Construction	Professional Services
Black American	%	9 %
Hispanic American	%	5 %
Asian American	%	No Goal
Caucasian Female	No Goal	16.5 %
Total Participation Goals	**(2)** 0.0	**(3)** 30.5 %

Tax ID #: _____ E-PIN: 84112P0003

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

This page and the next (Part II herein) are to be completed by the bidder/proposer. AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer ☐ AFFIRMS or ☐ DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

Bidder/proposer ☐ AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or

☐ AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or

☐ DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # _____ **FMS Vendor ID #** _____

Business Name _____ **Contact Person** _____

Address _____

Telephone # _____ **Email** _____

Section II: General Contract Information

1. **Define the industry in which work is to be performed.**
   - **Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.

     This category does not include standard services which may be associated with construction projects but which do not constitute construction, such as trucking, site protection, site security, site surveying, soil testing, extermination, and maintenance/operations.
   - **Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.

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

☐ **Construction** ☐ **Professional Services**

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

☐ **Construction** ☐ **Professional Services** ☐ **Other**

2. **What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts?** _____%
3. **Will you award subcontract(s) in amounts below $ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract?** ☐ **Yes** ☐ **No**

Section III: Subcontractor Utilization Summary

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

Step 1: Calculate the percentage (of your total bid) that will go towards subcontracts under $1M for construction and/or professional services	**Subcontracts under $1M (4)** (construction/professional services)		**Total Bid/Proposal Value**		**Calculated Target Subcontracting Percentage**
	$ _____	÷	$ _____	x 100 =	_____ %

- **Subcontracts under $1M (construction/professional services):** Enter the value you expect to award to subcontractors in dollars for amounts under $1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- **Total Bid/Proposal Value:** Provide the dollar amount of the bid/proposal.
- **Calculated Target Subcontracting Percentage:** The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under $1 million for construction and/or professional services. **This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1).**

Tax ID #: _____ E-PIN: 84112P0003

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1).

SCHEDULE B – cont.

Step 2:
Calculate value of subcontractor participation goals

		Subcontracts under $1M (construction/professional services)
a.	Copy value from Step 1, line (4) – the total value of all expected subcontracts under $1M for construction and/or professional services	$ _____

		Construction	Professional Services
b.	• From line a. above, allocate the dollar value of "Subcontracts under $1M" by Construction and Professional Services, • If all subcontracts under $1M are in one industry, enter '0' for the industry with no subcontracts. • Amounts listed on these lines should add up to the value from line a. **Subcontracts under $1M by Industry**	$ _____	$ _____
c.	• For Construction enter percentage from line (2) from Page 1. • For Professional Services enter percentage from line (3) from Page 1. • **Total Participation Goals Percentages must be copied from Part I, lines (2) and (3).** **Total Participation Goals**	x _____ %	x _____ %
d.	**Value of Total Participation Goals**	$ _____	$ _____

Step 3:

✓ **Subcontracts in Amounts Under $1 M Scope of Work – Construction**	*Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by type of work, not by name of subcontractor*
✓ **Subcontracts in Amounts Under $1 M Scope of Work – Professional Services**	*Enter brief description of type(s) of subcontracts in amounts under $1M anticipated, by type of work, not by name of subcontractor*

Section IV: Vendor Certification

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

Signature _____ **Date** _____

Print Name _____ **Title** _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ **FMS Vendor ID #** _____

Business Name _____

Contact Name _____ **Telephone #** _____ **Email** _____

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

E-PIN (for this procurement)	Type of work on Prime Contract *(Check one):*	Type of work on Subcontract *(Check all that apply):*	
84112P0003	☐ Construction ☐ Professional Services	☐ Construction ☐ Professional Services	☐ Other

SUBCONTRACTING *as described in bid/solicitation documents* ***(Copy this % figure from the solicitation)***

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

ACTUAL SUBCONTRACTING *as anticipated by vendor seeking waiver*

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

Basis for Waiver Request: *Check appropriate box & explain in detail below (attach additional pages if needed)*

☐ **Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.**

☐ **Vendor subcontracts *some* of this type of work but at *lower* % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.**

☐ **Other** _____

References

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

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

CONTRACT NO. _____ AGENCY _____ DATE COMPLETED _____

List 3 most recent contracts/subcontracts performed for other agencies/entities
(complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

TYPE OF WORK _____ AGENCY/ENTITY _____ DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____

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

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL

Signature: **Date:**

CITY CHIEF PROCUREMENT OFFICER APPROVAL

Signature: **Date:**

SECTION VII

G) VENDEX REQUIREMENT & CONFIRMATION OF VENDEX COMPLIANCE

ATTACHMENT G

VENDEX

Upon completion of its status as the apparent low bidder, the bidder will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification, the bidder must submit a Confirmation of Vendex Compliance to NYCDOT within five days of official notification. A form for this confirmation is set forth in the solicitation.

The bidder is advised that Vendex Questionnaires and procedures have changed. See www.nyc.gov/vendex to download the new VENDEX Questionnaires and Vendor's Guide to VENDEX or contact NYCDOTs VENDEX Unit at (212) 839-9424.

(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, NY 10007.

(b) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders are obligated to complete and submit VENDEX Questionnaires. 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 bid or 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 G

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

H) LOCAL LAW 34:
DOING BUSINESS DATA FORM AND INSTRUCTIONS

(To be submitted as a separate sealed envelope along with the Proposal Package)

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