

July 6, 2009

Amendment No. 1

**RESIDENT ENGINEERING INSPECTION SERVICES
IN CONNECTION WITH
PROTECTIVE COATING OF STATEN ISLAND RAIL ROAD
(SIRR) BRIDGES
CONTRACT HB107003GA
PIN: 84109SIBR407**

(Addendum #1, July 6, 2009)

NOTICE TO ALL PROPOSERS:

1. The Proposal Due Date Remains unchanged at July 13, 2009.
2. Attached Please find New Special Provisions Pages S-1 through S-12.

Attach To Contract Document

**New York City Department of Transportation
Division of Bridges
Office of Consultant Programs**

**RESIDENT ENGINEERING INSPECTION SERVICES
IN CONNECTION WITH
PROTECTIVE COATING OF STATEN ISLAND RAILROAD
(SIRR) BRIDGES
CONTRACT HB107003GA
PIN: 84109SIBR407**

Addendum # 1

July 6, 2009

This Addendum Is Hereby Made Part of the Contract Documents

NOTE:

Attached please find:

- 1. Addendum No. 1**
- 2. Questions & Answers from Pre-Proposal Conference dated June 25, 2009**
- 3. Special Provisions (Pages S-1 through S-12)**
- 4. Pre-Proposal Conference attendance sheet**
- 5. Acknowledgement Receipt**



Printed on paper containing 30% post-consumer material

QUESTIONS & ANSWERS:

Page 1 of 2

Q1. What is the approximate foreseen NTP date for the contractor that the REI will be supervising? The presentation indicated work would begin "early next year".

A1.: Anticipated NTP date is March, 2010.

Q2. Will the contractor be allowed to work at multiple locations? If so, how many bridges can be worked on simultaneously?

A2.: Assume one location at a time

Q3. On GR-11, Section D-A, I, indicates that adjustments to the multiplier will be made. Please confirm that this can be an adjustment up or down.

A3.: Based on the audit of overhead information, the multiplier will go up or down. If the multiplier goes up, additional funds may be needed via Change order. If the multiplier goes down, credit change order will be required. However, Agency will review the need for additional funds at appropriate times and process the Change order.

Q4. The subcontractor utilization form indicates percentages for all 3 groups. Does that mean we need at least 3 sub consultants?

A4.: Proposer shall propose the appropriate sub consultants to meet the MWBE goals specified in the RFP. In this case goals were listed for Black American 9%, Hispanic American 5%, and Caucasian Female 16.5%.

Q5. Pg SR-2 – How does one "insure" contractor compliance? How can a consultant "be responsible for preventing delays "when the Contractor controls manpower & equipment?

A5.: Consultant insures contractor compliance through inspection, monitoring, and reporting that all the work performed in accordance with contract requirements. Consultant is responsible for preventing delays by giving constant attention to adequacy of the contractor's personnel and equipment and the availability of necessary materials and supplies, in order to prevent any delays.

Q6. What is SI RR's involvement? Do they supply flagmen; require their own safety class; require force account record keeping?

A6.: Any bridge crossing rail road requires flagmen. Project Manager will oversee enforcement of Force Account with SIRR for Flagmen Services.

Q7. Which of the following are required for this contract

Pg GR-2 Is public outreach required?

Pg GR-4 Supervisors Erection?

Survey & Stakeout?

Steel reinforcement?

Pg GR-5 Sheeting? Piles?

Pg GR-5 Concrete; Pre-cast Pre-stressed structural Elements?

Pg GR-6 Approve as-builds?

Pg GR-6 Value Engineering?

Pg GR-6 Electrical & Mechanical?

A7.:	Pg GR-2 Is public outreach required?	Required	
	Pg GR-4 Supervisors Erection?	Required	
	Survey & Stakeout?	Not Required	
	Steel reinforcement?	Not Required	
	Pg GR-5 Sheeting? Piles?	Not Required	
	Pg GR-5 Concrete; Pre-cast Pre-stressed structural Elements?		Not Required
	Pg GR-6 Approve as-builds?	Not Required	
	Pg GR-6 Value Engineering?	Not Required	
	Pg GR-6 Electrical & Mechanical?	Required	

Q8. Bases on the amount of off-shift work anticipated for this contract; how is DOT accounting for this in their 4T Forms? There doesn't seem to be an allowance for the differential rate. How is this put on the 4T Forms?

A8.: The firm is to include off-shift hours to there total estimated hours for those titles that they anticipate will require off-shift work.

Q9. It was indicated that in March 2010 NTP is anticipated but the Deputy ACCO indicated that our contract wouldn't be registered for 12 months. Will the REI firm be expected to begin work at risk, (ahead of registration)?

A9.: DACC0 indicated that it is DOT's goal to register REI contract before the construction start date (March 2010), and the procurement has been scheduled as such.

WORK LOCATION

The work to be performed under this Contract is to take place over the rail tracks owned by MTA. See Section 34 for Working on Railroad Properties.

No	BIN	LOCATION
1.	2249270	Richmond Valley Road/SIRT South Shore
2.	2249290	Seguine Ave./SIRT South Shore
3.	2249300	Huguenot Avenue/SIRT South Shore
4.	2249360	Giffords Lane/SIRT South Shore
5.	2249380	Guyon Ave./SIRT South Shore
6.	2249400	Beach Ave./ SIRT South Shore
7.	2249410	Ross Ave./ SIRT South Shore
8.	2249420	Rose Ave./ SIRT South Shore
9.	2249430	New Dorp Lane/ SIRT South Shore
10.	2249440	Bancroft Ave./ SIRT South Shore
11.	2249460	Lincoln Ave./ SIRT South Shore
12.	2249470	Midland Ave./ SIRT South Shore

SCOPE OF WORK

The work to be provided for under this Contract shall include, but not be limited to the following:

1. System B' - Total Coating Replacement
SSPC-SP-10/Epoxy Zinc-Rich Primer/Epoxy Penetrating Sealer/ Epoxy Intermediate/Urethane Finish (Items 831.07)
2. System B'' - Overcoating Painted Steel
SP 15/Spot Epoxy Zinc /Epoxy Penetrating Sealer/ Urethane Finish (Item 831.08)
3. System M - Total Coating of Bare Galvanize steel
SSPC-SP6 or SSPC-SP15/Spot Epoxy Zinc/Full Epoxy Intermediate/Full Urethane Finish (Item 831.37)
4. Caulking (Item 831.60)
5. Class "1A" Containment System (Item 832.3001)
6. Class "3P" Containment System (Item 832.3002)
7. Worker Protection (Item 832.10)

8. Environmental Protection and Project Cleanup (Item 832.20)
9. Treatment and Disposal of Paint Removal Waste and Waste Water (Item 832.40)
10. Community Notification (Item 832.50)
11. Work Zone Traffic Control (Item 619.01)
12. Portable Variable Message Sign (Item 619.110201)
13. Engineer's Office -Type 3 (Item 637.13)
14. Mobilization (Item 699.040001)

Allowable Hours of Work.

- a. Permissible hours of work under traffic without a diversion of service (with flaggers).
 1. The Contractor shall, in order to reduce to a minimum any interference with the convenient, safe and free use of the train platforms, passageways, stairways and other portions of the Railroad for customer traffic, perform the work affecting such portions, including the transportation of materials in and out of the Project Site, at such hours of the day and night as the Resident Engineer may direct. It is contemplated that the Contractor may perform such particular work under traffic with flagging protection without suspension of train operations or removal of power during the following hours:
 - Weekday (Monday to Friday) - 9am to 3pm
 - Weeknight (Monday to Thursday) - 9pm to 4am
 - Weekend – Friday at 9 pm to Monday at 4am
 2. All work hours listed in Paragraph 1 above include time needed to set-up and remove flags. The flags will be set up and removed during the hours listed in Paragraph 1.
 3. Work outside the hours set forth in Paragraph 1 above is prohibited.
 4. Work under traffic is expressly prohibited from 06:00 to 09:00 and 15:00 to 19:00 "weekdays".
- b. Permissible hours of work with a diversion of service.
 1. Permissible hours of work with a diversion of service, are as shown in paragraph 34.1.2.10 "Schedule of Authority Supplied Services and Weighted Costs".
- c. It is understood that the hours stated in Paragraphs 34.1.2.4.a and 34.1.2.4.b above are approximate only and are not to be taken as final as they are subject to change by the Authority and shall form no basis for any claim in case they do not correspond with the hours finally determined by the Resident Engineer.

Diversions of Train Service.

- a. When the performance of a portion of the work will interfere with the normal operation of the Railroad, the Contractor may request diversion of train service. The Authority will issue a document known as a Special Operations (S.O.) to restrict the use of a track in various ways or to change the normal operation of the Railroad. The S.O. will identify the approved hours of work which includes all time needed to set-up and clear-up the tracks. Request for a diversion without buses must be submitted at least three (3) weeks in advance. In order to provide continuous service to Authority customers a request for diversion that requires buses shall be submitted at least eight (8) weeks in advance. The request shall be submitted in the prescribed "Service Diversion Request" form. The use of flaggers, work trains and other Authority services are subject to separate provisions of this Contract. During such approved diversions, the Contractor shall perform that portion of the work which would otherwise interfere with the normal operation of the Railroad. Plan and prosecute the work as to ensure no interference with the resumption of normal operations at the end of the approved period.
- b. All work, including clear-up and removals necessary to allow restoration of service shall be completed within the times stipulated on the S.O. At such times the DOT's Resident Engineer along with SIRTOA personnel will perform an inspection, and return the tracks to the SIR Control Center for resumption to normal service. The Authority will return all tracks to the SIR Control Center as detailed on each Special Operation. The Authority may order the proposed schedule of work curtailed at any time, should such action be deemed necessary to ensure prompt restoration of normal service. In the event that the Contractor delays the restoration of scheduled service on the Railroad beyond the time specified in the Special Operations, charges will be made as specified in the Authority's "Schedule of Rates for Services Rendered to Outside Parties" in effect at the time the services are performed will be charged against the Force Account Agreement with the City and re-paid to NYCDOT by means of a payment reduction to the Painting Contractor.
- c. The estimated number of occasions of diversions of service and type of diversion the Authority will provide to perform the Work under this Contract are as shown in Paragraph 34.1.2.10

Use of a Work Train.

- a. In connection with the work to be performed, the Contractor may request the use of a work train. Any such request shall be in the prescribed "Request for Work Train" form, and shall indicate the make-up and any specialized equipment of such trains, the approximate amounts and types of plant and material to be transported, and the number of round trips required. Such requests must be made at least six weeks in advance. All such transportation will be done under the supervision of the Authority. Contractor shall comply with NYCT yard security procedures in effect at the time of loading and unloading. All loading and unloading on to and off NYCT work trains shall be done by the Contractor, using its own equipment and personnel, under the supervision of the Authority, at such times as directed by the Authority. The

Contractor shall unload and clean the work train upon return to the yard, except if the flat cars remain assigned to him on succeeding days. The Contractor shall absolve the City and the Authority for all loss due to failure to furnish transportation, or due to breakdowns of transportation equipment, and for all loss or breakage or other damage to the Contractor's equipment, apparatus, or material, in transportation; nor shall the City nor the Authority be liable for such losses as may occur by reason of the failure to deliver equipment or material at the site of the work at designated times, irrespective of the cause of said losses, breakage, damage, failure to deliver or otherwise, and irrespective of the negligence and carelessness of the City or the Authority. The Contractor shall pay the City or the Authority for all damages to the equipment and structures of the Railroad or Authority property arising out of the transportation of plant or materials. The Contractor's Safety Engineer shall inspect each work train prior to leaving the yard and prior to leaving the work site.

- b. In the event that the Contractor requires the use of a crane on any Authority supplied work train, all costs in connection with the crane and crane operator shall be borne by the Contractor. Any crane and crane operator the Contractor proposes to use on any work train shall be subject to the approval of the Authority with the concurrence of the Railroad. Should the Contractor request the use of the Authority's crane and crane operator, and they are available, the Contractor shall pay the Authority for actual costs and prevailing overhead rates in accordance with the Authority's "Schedule of Rates for Services Rendered to Outside Parties", in effect at the time the services are performed.
- c. If the Contractor requires modifications or additions to a work train in order to prosecute the work (e.g. mounting of steel structures, cable reels, work platforms, etc.) the Contractor shall submit to the Authority a detailed drawing of the cross section of the modified work train at its most extreme profile. This cross section shall fall within the limits of the clearance envelope as specified in paragraph 34.2. The Authority will return the Contractor's drawing, as approved by Car Equipment Engineering & Technical Support, Division of Car Equipment, to the Contractor. The Contractor shall provide a certification to the Authority that any modification or addition made to the work train is in accordance with the approved drawing. No such modified work train shall be used until written approval of the Authority is provided to the Contractor.

If the Contractor supplies its own flat cars, all costs associated with the transfer of the flat cars between Rail Yards shall be borne by the Contractor.

- d. All contractor/vendor hi-rail equipment is subject to inspection and approval by SIRTOA prior to permission to be used on the tracks. This equipment will also require a SIRTOA pilot to direct all hi-rail personnel operating the equipment and will accompany them at all times. A mechanic for the hi-rail equipment is required at the work location in the event of the hi-rail equipment needing repairs. SIRTOA reserves the right to revoke said approval at any time.

Cancellation of Diversions and Work Trains.

- a. Written requests by the Contractor to cancel previously requested diversions of service and work trains must be received by the Authority in a sufficient time. Written cancellation requests must be received by the Resident Engineer as follows:

1. Diversions:

At least three business days in advance of the scheduled starting time of such diversion of service. If bus service is required, at least seven business days in advance of the scheduled starting time of the diversion of service.

2. Work Trains:

At least three business days in advance of the scheduled starting time of the work train.

- b. Diversions and work trains canceled by the Contractor with less than the required notice as stated above, will be billed to NYCDOT through the Force Account Agreement, NYCDOT will in turn withhold the same amount from payment to the Contractor as well as the cost to re-schedule such services.

The “additional cost to re-schedule” a previously cancelled outage refers to just the cost of the newly scheduled services. Should the Contractor cancel any Authority supplied services with less than the required notice as stated above then the Contractor will be charged the cost of the original cancelled service plus the cost of the newly scheduled service through a payment deduction.

34.1.2.8 Flaggers.**34.1.2.8.1 Flagger Requirements**

- a. Subject to the requirements and conditions set forth in this Section, the Authority will furnish from the date of Notice of the Award of Contract to the completion of the Contract the number of flagger-day occasions required to perform the work. The estimated number of flagger-day occasions is as shown in Paragraph 34.1.2.10.
- b. The Contractor must provide the Authority with a projection of flagger requirements based on a projection of work for all activities, in writing, three months in advance to allow for sufficient flaggers to be available. The projection shall be updated and submitted by the first working day of every month and shall be based on the approved schedule.

34.1.2.8.2 Flagger Rules

- a. The Authority will furnish the Contractor with one copy each (at the construction Kick-off meeting) of the following documents:
- SIR Book of Operation Rules and Safety Rules
 - New York City Transit Authority Rules and Regulations

- MTA, NYCT Maintenance of Way Safety Rules and Regulations for Divisions of Track, Electrical Systems, Signals and Infrastructure
 - New York City Transit Authority Safety Rules (MW-2)
 - Schedules of rates for Services Rendered to Outside Parties
 - SIR Track Access Form (TAF)
- b. The Contractor shall be responsible to ensure that all employees and employees of sub-contractors are familiar with the contents of the Authority's and SIRTOA's rules and regulations (including the latest revisions and additions) and that these employees shall so conduct themselves as not to violate any of the rules and regulations.
- c. In addition to the rules and regulations included on the document specified in Paragraph a. above, and the SIR Operating Rule Book and Safety Rule Book, flaggers shall be required as follows:
1. One flagger on the tracks to cover the approach of work trains during diversions of service and at all times when work trains are passing through the work zones.
 2. One flagger to accompany each roving or stationary crew of workers on tangent track (up to 300'-0") and at least one additional flagger if crew is more than 300'-0" apart on curved track. A crew of workers may consist of one or more persons.
 3. Flaggers are required for all work performed on station platforms.
 4. Flaggers shall accompany each work crew working on an inactive track which is adjacent to an active track whether power is on or off.
 5. Flaggers are required at all times when working upon or adjacent to the Right of Way and on or near tracks except as follows:
 - Flagging protection will not be required when working below the tracks provided no part of any worker, tools or piece of equipment encroaches upon the Right of Way and the personnel working under the Right of Way are protected by netting and hard hats.
 - The right of Way for elevated structures is defined as the area above the bottom of the ties and between the handrails on either side of the tracks.
 6. Whenever work on a protected track requires men to be working at separate points that one flagger cannot safely hear, see, warn, or protect all persons so engaged, one or more intermediate flaggers must be stationed at suitable successive points within that area. Each flagger must have a clear view of the flaggers adjacent to him and the first flagger encountered by trains must have a clear view of the flags or lamps to protect the various groups of workers.
 7. Closer spacing of flaggers is required to compensate for reduced audibility of flagger's whistle when noisy equipment is in use.

8. The track is considered closed when all points of rail access is blocked in an approved manner. Under no circumstances shall access to the closed track be gained by way of the active tracks during the hours when flagging in non-permissible.
- d. To reduce flagger usage to a minimum, the Contractor shall furnish and install approved barricades, barricaded scaffolds and safety railings. Baker Scaffolds shall be furnished and installed on SIRTOA locations in accordance with NYCT Safety Bulletin 2001(latest revision). Barricades, scaffolds and safety railing arrangements shall be approved by the Authority and SIRTOA.

34.1.2.8.3 Flagger Account

- a. Flaggers are required to protect the Contractor's and Authority's personnel involved in Contract related activities on or near the tracks where power is either on or off. Contract activities requiring flaggers include but are not limited to: surveys, construction work, test trains, work trains, diversions of service and inspections.

Subject to the requirements and conditions set forth in this Section, the Authority will furnish, except as hereinafter provided, from the date of Notice of the Award of Contract to the completion of Contract the number of flagger-day occasions required to perform the work. The estimated number of flagger-day occasions is as shown in paragraph 34.1.2.10.

This total number of flagger-day occasions of flaggers to be so furnished is hereinafter referred to as the "Flagger Account". Paragraph 34.1.2.8.4 defines flagger-day occasion.

Following is a listing of the flagger requirements charged to the Force Account. This listing is not intended to be all inclusive of the flagger requirements which may be charged to the Flagger Account for this Project.

1. Flaggers are required for all work performed on station platforms.
2. Flaggers are required when working on or under tracks regardless of whether the work is below an active or inactive track which is adjacent to an active track whether power is on or off. Flags OR lamps will be posted in advance of the work site as well as the "green resume" past the site. The flaggers will then station themselves at the location for the protection of personnel as well as property. The allowable hours of stationing flaggers are the same as those contained in sub-paragraph 6 below.
3. Each roving and stationary crew of workers requires a minimum of two (2) flaggers on tangent track and at least one additional flagger on curved track. A "crew of workers" may consist of one or more persons.
4. Whenever work on a protected track requires men to be working at separate points in such a manner that one (1) flagger cannot safely see, warn, or protect all persons so engaged, including due to excessive noise, one or more intermediate flaggers must be stationed at suitable successive points within that area so that each flagger has a clear view of the flagger adjacent to him and the first flagger encountered by trains has a clear view of the lamps (flags) to protect the various groups of workers.

5. Closer spacing of flaggers may be required to compensate for reduced audibility of flagger's whistle when noisy equipment is in use.

The allowable hours for stationing flaggers are the same as those outlined in sub-paragraph 6 below. This requirement will apply both to work below an active track or to work below an inactive track which is adjacent to an active track with power on or off.

6. A track is considered closed when all points of rail access are blocked in an approved manner including bumpers and blocked and clamped switches with trips. For a closed track which is adjacent to an active track, construction activities shall proceed only where the required flaggers are provided as specified. The hours during which flaggers may be stationed are limited to the "permissible hours of work without diversion of service under flagging" or the "permissible hours of work with diversion of service" as shown in subparagraph 1.2.4.a and b. The use of approved continuous four (4)-foot high barricades between the closed and active tracks will permit contract work on the closed track to extend beyond the time limits specified and will reduce the required flagging on closed track to just one flagger per crew.

Under no circumstances shall access to closed track be gained by way of the active tracks during hours when flagging is non-permissible. Barricades shall be fabricated of approved fire retardant material and painted with approved "No Clearance" markings.

7. A crane boom crossing track(s) will require one flagger for each tangent track crossed and at least one additional flagger for each track which is curved.

1.2.8.4 Flagger Costs - Determining Hours and Occasions Used

- a. In determining the Contractor's Flagger Account usage payable through the Force Account Agreement between the City and the Authority, the following rules will govern:

1. Flagger Cost - hours

- a. One flagging occasion is the use of one flagger for any eight hour period or portion thereof and includes time for a flagger to travel to and from flagger's crew quarters.

Flagger's crew quarters are located at SIRT Stations; so technically flaggers would be available at the site for a full 8 hour work shift. However the Company's work will be limited to the Allowable Hours of Work described in Paragraph 34.1.2.4 which limits weekday work to a 6 hour shift (9am to 3pm) and weeknight work to a 7 hour shift (9pm to 4am).

- b. When work is performed on overtime, or work exceeds 8 hours, time-and-a-half shall be paid on excess time, exceeding 8 hours for that shift.

- c. A relief shift of flaggers may be brought in when scheduled flagger hours exceed 8 hours. This is determined by the SIRTOA Supervisor responsible for flagger assignments.
 - d. Contractor shall provide the Authority with a projection of flagger requirements, in writing, three (3) months in advance to allow for sufficient flaggers to be available when required. Projection shall be updated by the first working day of every month.
 - e. See paragraph 34.1.2.2(a) for time required for placing or canceling flagging orders.
2. Flagger Cost - determining number of occasions used.
- a. To determine number of flagger-day occasions usage, all overtime charges shall be converted to a straight time 8-hour workday and equated to equivalent flagger "occasions."
 - b. Flagger cancellation by Contractor with less than the **three (3) business days** required notice, except for cases of inclement weather or outside emergencies, will cause flaggers to be billed to NYCDOT through the Force Account Agreement, NYCDOT will in turn withhold the same amount from payment to the Contractor as well as the cost to re-schedule such services.
 - c. Flaggers cancelled by the Authority or flaggers standing by for more than 3 hours per flagger shift due to the unscheduled cancellation by the Authority of a Special Operation or for the Authority not permitting work on or near a track heretofore approved, will not be charged to the Force Account between the City and the Authority or to the Contractor.
 - d. Direct and indirect fringe benefits and overhead costs, effective in the year flagger service is rendered, shall be applied to all actual flagger charges.

34.1.2.9 Disruption of Company's Operations by NYCT

- a. In the event the Company's otherwise scheduled and approved work operations are disrupted by NYC Transit, the Company will be reimbursed for demonstrated losses incurred as a direct result of the NYC Transit ordered disruption. These reimbursement costs will be paid under the item "Allowance for NYCT Disruptions" and will apply to any entity of NYC Transit including but not limited to SIRTOA and Bus Operations.

34.1.2.10 Reallocation of Authority Supplied Services

- a. The Contractor must meet with the City, the Authority and the Railroad upon Notice to Proceed and prior to site mobilization to identify the actual Force Account needs (i.e. number of flaggers, diversions, etc.) based on its proposed method of work and the Railroad's operations. The Contractor will be permitted at a later time to request a reallocation of such anticipated services, however such request must be submitted at least six months in advance of the time the Contractor intends to use such services, and is subject to the sole discretion of the Authority to permit such reallocation according to the

operational requirements of the system at the time the services would be needed. In the event such request is denied, Contractor is precluded from bringing any claims whatsoever relating to such denial. The Contractor shall also allow sufficient time for requesting the various services as provided in the Force Account Agreement. Based on the complexity of the requested reallocation, the request should be submitted sufficiently in advance of the six months in order to allow sufficient time for the Authority to analyze the request and make the necessary arrangements. The further in advance that such requests are submitted the greater the likelihood that they can be accommodated.

- b. If acceptable to the Authority, such reallocation would involve obtaining the equivalent value of unused and not planned or needed occasions of one service and converting same to requested occasions of another service or services, provided that the total cost of all of the services, reallocated, does not exceed the total cost of the original allocation. In the event the Contractor needs services in addition to those originally envisioned and reflected in the Force Account Agreement between the City and the Authority, the Contractor must notify the City and the Authority six months in advance of the need for such additional services. The additional services will be provided to the extent that Railroad operations can accommodate. The Contractor must provide the City with the total estimated Force Account cost for such additional services.
- c. The Authority will endeavor to provide the reallocated number of occasions requested at the time the Contractor requests the various services subject to the requirements and lead times for requesting such services. The Contractor's request will be evaluated based on the availability of services such as labor, track access and equipment. At the time the reallocated services are made available to the Contractor the reallocation request will be considered approved.
- d. After a request by the Contractor for a reallocation of services has been made, and efforts on the part of the Authority to accommodate the request begun, the Contractor shall not be entitled to have the service allotment originally specified be provided. It is understood that the Contractor shall not be entitled to an extension of time and shall have no basis for asserting any claim in the event that the actual number of reallocated occasions permitted do not exactly correspond in kind with those requested.
- e. In the event that the contractually designated services are not available as requested by the Contractor, the Authority reserves the right to exchange these with services that are available to mitigate project delay.
- f. Only one out of two tracks is permitted be closed at ANY TIME during the entire length of the project.

SCHEDULE OF AUTHORITY SUPPLIED SERVICES

TYPE OF AUTHORITY SUPPLIED SERVICE	PERMISSIBLE HOURS OF WORK
6-Hour Diversion	Daytime: 9am to 3pm Nighttime: 9pm to 4am
55-Hour Diversion	Friday at 9:00 pm to Monday at 4:00am
Flagging (8 Hr shift)	

Note: The hours listed above include time required to set-up and clear-up the tracks, as outlined in each Special Operation.

The number of occasion is an estimate based on assumed method and extent of work at the time of RFP preparation.

34.1.2.11 Reconciliation of Authority Supplied Services

- a. The Contractor shall meet with the Resident Engineer, the City and the Railroad on a monthly basis to reconcile the usage of Authority Supplied Services (Diversions, Flagging and Work Trains. The purpose of this meeting shall be to review usage of each type of service and obtain concurrence on the Authority Supplied Services so used during the previous month and to date as well as to discuss any other Authority Supplied Services issues. While the Contractor is free to maintain contemporaneous records on usage of Authority Supplied Services and while the Engineer is required to do the same, in case of a conflict and for purposes of immediate payment, the records of the Railroad in this regard will control. The City though reserves the right to recoup at a later date any money it deems it inappropriately paid to the Railroad based on records reported to the City by the City’s Resident Engineer.

34.1.3 Temporary Signs.

- a. Temporary passenger directional signs are required for any disruption or rerouting of passenger flow, and must be in place at the time of disruption or rerouting. Signs or combination of signs shall be furnished and placed by the Contractor as required by the Authority and approved by the Resident Engineer.
- b. Sign modules shall measure 36" x 36" with upper and lowercase white 1 1/2" and 2 2/3" Helvetica medium text on a black background. These signs shall contain the following information: reason for closures, closing and reopening dates, alternate access information, an apology for any inconvenience during construction, the Contractor's name and telephone number. All temporary signs shall be 20-gauge aluminum with 3/4” plywood backing.

34.1.4 Cost of Complying With Above Requirements.

- a. The cost of complying with the requirements of this Section, except where payment is otherwise specifically provided for, is deemed to be included in the prices stipulated in the Contractor's Price Proposal.

Submittal Approvals

Item No.	Paragraph No.	Submittal	Approval By
1.	34.1.1	Working methods and schedule for all work in and around the Railroad	Authority
2.	34.1.2.1(g)	Measurement methodology	Authority
3.	34.1.2.2(a)	Request to employ flaggers or other Employees	Authority
4.	34.1.2.3(a)	Request for shutting off or turning on electric current	Authority
5.	34.1.2.5(a)	Request for a diversion	Authority
6.	34.1.2.6(a)	Request for work train	Authority
7.	34.1.2.6(b)	Request for crane and operator	Authority
8.	34.1.2.6(c)	Modification to a Work Train	Authority
9.	34.1.2.8.1(b)	Barricades, Scaffolds and Safety Railing Arrangements	Authority
10.	34.1.2.10(a)	Reallocation of Authority Supplied Services	Authority

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

ACKNOWLEDGEMENT RECEIPT OF ADDENDUM #1

REQUEST FOR PROPOSAL

FOR

RESIDENT ENGINEERING INSPECTION SERVICES
IN CONNECTION WITH
PROTECTIVE COATING OF STATEN ISLAND RAIL ROAD
(SIRR) BRIDGES
CONTRACT HB107003GA
PIN: 84109SIBR407

Addendum #1

TOGETHER WITH ALL WORK INCIDENTAL THERETO

I, _____

(NAME AND TITLE)

A duly authorized representative of

(NAME OF PROPOSERS)

Acknowledge receipt of Addendum No. 1 dated June 29, 2009 for the Contract
No. HB107003GA.

