

Attach To Contract Document

New York City Department of Transportation
Division of Bridges
Bureau of Specialty Engineering and Construction
Design Build/Emergency Contracts Unit

REQUEST FOR PROPOSAL

**DESIGN, CONSTRUCTION AND CONSTRUCTION SUPPORT SERVICES
FOR THE REHABILITATION OF THE NORTHBOUND AND SOUTHBOUND
BRUCKNER EXPRESSWAY BRIDGES OVER CSX AND AMTRAK**

BOROUGH OF THE BRONX

**CONTRACT No. HBX1123
PIN 84107BXBR171**

Addendum # 2

November 20, 2007

This Addendum Is Hereby Made Part of the Contract Documents

NOTE:

Attached please find:

1. Addendum No. 2
2. Revised Section I, Time Table (Page2-R)
3. Revised Section IV (Pages 6R, 7R, 8R)
4. Revised APPENDIX E – R (Price Proposal Sheets, 2 pages)
5. Revised APPENDIX H – R (Schedule B)
6. Revised Section 1.02, Book 1, Page 57R
7. Revised Exhibit C, Book 2, Page 266R
8. Revised Exhibit E, Book 2, Pages 273R and 274R
9. Responses to Questions raised to the Agency and minor technical clarifications
10. Acknowledgement Receipt

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

REQUEST FOR PROPOSAL

**CONTRACT No. HBX1123
PIN 84107BXBR171**

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FOR THE REHABILITATION OF THE NORTHBOUND AND SOUTHBOUND
BRUCKNER EXPRESSWAY BRIDGES OVER CSX AND AMTRAK**

BOROUGH OF THE BRONX

**ADDENDUM # 2
November 20, 2007**

- REFER TO: REQUEST FOR PROPOSAL, Page 2, SECTION I - TIMETABLE, Item C: Proposal Due Date and Time and Location, reading: "Date: November 30, 2007".
- CHANGE TO: To read: "**Date: January 15, 2008.**"
- REFER TO: REQUEST FOR PROPOSALS, Section IV – FORMAT AND CONTENT OF THE PROPOSAL, pg 6, 7 and 8
- REPLACE: REQUEST FOR PROPOSALS, Section IV – FORMAT AND CONTENT OF THE PROPOSAL, pg 6, 7 and 8 in its entirety with pg 6R, 7R and 8R
- REFER TO: REQUEST FOR PROPOSALS, Section VII-ATTACHMENTS, APPENDIX E, PRICE PROPOSAL SHEET
- REPLACE: APPENDIX E, PRICE PROPOSAL SHEET in its entirety with APPENDIX E - R, PRICE PROPOSAL SHEET
- REFER TO: REQUEST FOR PROPOSALS, Section VII-ATTACHMENTS APPENDIX H, MINORITY/WOMEN BUSINESS OWNED ENTERPRISES PROGRAM
- REPLACE: REQUEST FOR PROPOSALS, Section VII-ATTACHMENTS APPENDIX H, MINORITY/WOMEN BUSINESS OWNED ENTERPRISES PROGRAM in its entirety with REQUEST FOR PROPOSALS, Section VII-ATTACHMENTS APPENDIX H - R, MINORITY/WOMEN BUSINESS OWNED ENTERPRISES PROGRAM
- REFER TO: Book 1 of the RFP, pg 57, PRICE PROPOSAL SHEET.
- REPLACE: Book 1 of the RFP, pg 57, PRICE PROPOSAL SHEET in its entirety with pg 57R, PRICE PROPOSAL SHEET
- REFER TO: Book 2 Engineering Requirements – EXHIBIT C Progress Payment Schedule pg 266
- REPLACE: Book 2 Engineering Requirements – EXHIBIT C Progress Payment Schedule pg 266 in its entirety with pg 266R
- REFER TO: Book 2 Engineering Requirements - EXHIBIT E – SCOPE OF WORK - Railroad Coordination, pg 273 and 274
- REPLACE: Book 2 Engineering Requirements - EXHIBIT E – SCOPE OF WORK - Railroad Coordination, pg 273 and 274 in its entirety with page 273R and 274R

SECTION I - TIMETABLE

A. Release Date of the Request for Proposals:

September 27, 2007

All questions and requests for additional information concerning this Request for Proposals should be directed to **Richard Solomon**, Project Manager the Authorized Agency Contact Person at:

Telephone: (212) 442-7346

Fax: (212) 788-1911

Email: rsolomon@dot.nyc.gov

Proposers should submit all questions arising out of the pre-proposal conference no later than October 17, 2007. All other questions shall be submitted no later than 10 consecutive calendar days prior to the proposal due date, since the Agency may be unable to respond to questions received after that date. The deadline is December 11, 2007.

B. Pre-Proposal Conference:

Date: October 11, 2007

Time: 10:30 AM

Location: 2 Rector Street, 8th Floor Conference Room, NY, NY 10006

Attendance by proposers is optional but recommended by the Agency. All questions and requests for additional information concerning the pre-proposal conference should be directed to the Authorized Agency Contact Person

C. Proposal Due Date and Time and Location:

- **Technical Proposal** (Open to all proposers)
Date: January 15, 2008
Time: 2:00 PM
Location: NYCDOT Contract Section, 40 Worth Street,
8th Floor, Room 824 A, New York, NY

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

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

Proposals received at this Location after the Proposal Due Date and Time are late and shall 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 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 1/2" X 11" paper. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer 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 individually sealed components as listed in Section IV - B. Proposal Package Contents ("Checklist"), each bound in an 8 1/2" x 11" plastic spiral binding. 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.

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

In response to this RFP, All Proposers should provide information required in STEP I of Proposal Format listed below:

A. Proposal Format

STEP I:**(APPLICABLE TO ALL PROPOSERS)**

TECHNICAL PROPOSAL

(Please refer to Section IV - B - STEP I: Technical Proposal Package Contents ("Checklist"))

- PROPOSAL COVER LETTER
The Proposal Cover Letter form (**Attachment A**) transmits the proposer's Proposal Package to the Department. It should be completed, signed and dated by an authorized representative of the proposer.
- TECHNICAL PROPOSAL
The technical proposal is a clear, concise narrative that addresses the criteria outlined in **Appendix B**.
- **Form 1**
- **Acknowledgment of Addenda/Step I**

The Acknowledgment of Addenda / Step I form (**Appendix C**) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Department prior to the Technical Proposal Due Date and Time. The proposer should complete this form as instructed on the form.

- **Affirmation (Appendix D)**

STEP II: APPLICABLE ONLY TO SHORT LISTED PROPOSERS

See Step II of the Section V: Evaluation Procedures

Price Proposal

(Please refer to Section IV: B - STEP II Price Proposal Package Contents (“Checklist”))

- **PRICE PROPOSAL - THE PRICE PROPOSAL COMPRISES OF SECTION 1.02 OF BOOK 1 OUTLINED IN **APPENDIX E-R****
- **Schedule B: Subcontractor Utilization Plan must be submitted in a separate sealed envelope along with the Price Proposal. (Appendix H-R)**
- **PROGRESS PAYMENT SCHEDULE - OUTLINED IN APPENDIX E**
- **Acknowledgment of Addenda (Appendix F)**
- **PERFORMANCE OUTCOME MEASURES AND FINANCIAL INCENTIVES AND/OR DISINCENTIVES**
List and describe outcome measures of the work to be performed by the proposer under the contract and the related financial incentives and/or disincentives that could potentially be applied to the contract, in whole or in part, as a reliable means for measuring and paying for success, as described in the “Scope of Services” section of the RFP. The Department’s assumptions regarding performance outcome measures and related financial incentives and/or disincentives represent what the Department believes to be the best approach. However, proposers are encouraged to propose measures, incentives and disincentives which they believe will best achieve the Department’s goals and objectives in a cost-effective manner. While the proposer’s proposed performance outcome measures and related financial incentives and/or disincentives will not be scored by the Department’s Evaluation Committee, they may be considered by the Department in awarding the contract and structuring its payments to contractors.

B. Proposal Package Contents (“Checklist”)

STEP I. Technical Proposal Package Contents (“Checklist”)

Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Department.

A sealed inner envelope labeled “Technical Proposal” containing one original set and the stated number (in the parentheses, if any) of duplicate sets of the documents listed below in the following order:

- Proposal Cover Letter Form (**Attachment A**)
- Technical Proposal: Narrative and any drawings the proposer may deem appropriate in response to the guidelines of **Appendix B** (6 copies).
- Form 1 (6 copies)
- Acknowledgment of Addenda (**Appendix C**)
- Affirmation (**Appendix D**)

A sealed outer envelope, enclosing the sealed inner envelope:

Address all packages, outer envelopes or wrappers as follows:

| | |
|---|---|
| Proposer's Name | NYCDOT Contract Section |
| Address | 40 Worth Street 8th Floor, Room 824A New York, New York 10013 |
| PIN 84107BXBR171 | |
| CONTRACT NO. HBX1123 | |
| DESIGN, CONSTRUCTION AND CONSTRUCTION SUPPORT SERVICES FOR THE REHABILITATION OF THE NORTHBOUND AND SOUTHBOUND BRUCKNER EXPRESSWAY BRIDGES OVER CSX AND AMTRAK | |
| BOROUGH OF THE BRONX | |
| PROPOSAL SUBMISSION DEADLINE IS December 21, 2007 | |
| NO LATER THAN 2:00 PM | |

STEP II Price Proposal Package Contents (“Checklist”)

The package should be sealed in a manner similar to the Technical Proposal Package and contain the items identified in Appendix E, as follows:

- Price Proposal – Section 1.02, Book 1 of 2 of the RFP (only 1 original)
- Schedule B: Subcontractor Utilization Plan must be submitted in a separate sealed envelope along with the price proposal. (**Appendix H-R**)
- Acknowledgement of Addenda (Appendix F)

**APPENDIX E - R
PRICE PROPOSAL SHEET**

| Item No. | Item | Construction | CSS | Design | Dollars in Figures |
|----------------------|---|----------------|-----|--------------|--------------------|
| 1 | Mobilization Cost (NTE 4%) | | | | |
| 2 | Permits, Bonds, Insurances, and Upfront Coordination (NTE 6%) | | | | |
| 3 | Allowance for Amtrak | \$3,500,000.00 | - | \$500,000.00 | \$4,000,000.00 |
| 4 | Allowance for CSXT | \$2,300,000.00 | - | \$200,000.00 | \$2,500,000.00 |
| 5 | Community Coordination | | | | |
| BIN 2-07535-1 | | | | | |
| 6 | Maintenance & Protection of Traffic | | | | |
| 7 | Demolition | | | | |
| 8 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Non-Hazardous, Non-Petroleum Industrial Waste (Assume 34 Cubic Yards) | | | | |
| 9 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Non-Hazardous, Petroleum Contaminated Waste (4 Cubic Yards) | | | | |
| 10 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Hazardous Waste (2 Cubic Yards) | | | | |
| 11 | Substructure Rehabilitation | | | | |
| 12 | Superstructure Steel Rehabilitation | | | | |
| 13 | Superstructure (Including Deck, Parapets, & Sidewalk) | | | | |
| 14 | Roadway/Approach Work | | | | |
| 15 | Public Utility Work (Excludes Street Lighting) | | | | |
| 16 | Street Lighting Work | | | | |
| 17 | Bridge Painting | | | | |
| 18 | Railroad Coordination | | | | |

**APPENDIX E - R
PRICE PROPOSAL SHEET**

| BIN 2-07535-2 | | | | | |
|----------------------|--|----------------|--|--|----------------|
| 19 | Maintenance & Protection of Traffic | | | | |
| 20 | Demolition | | | | |
| 21 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Non-Hazardous, Non-Petroleum Industrial Waste (Assume 5 Cubic Yards) | | | | |
| 22 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Non-Hazardous, Petroleum Contaminated Waste (40 Cubic Yards) | | | | |
| 23 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Hazardous Waste (15 Cubic Yards) | | | | |
| 24 | Substructure Rehabilitation | | | | |
| 25 | Superstructure (Including Deck, Parapets, & Sidewalk) | | | | |
| 26 | Roadway/Approach Work | | | | |
| 27 | Public Utility Work (Excludes Street Lighting) | | | | |
| 28 | Street Lighting Work | | | | |
| 29 | Bridge Monitoring | | | | |
| 30 | Railroad Coordination | | | | |
| | | | | | |
| 31 | Engineer's Office/PC/Supplies | | | | |
| 32 | Demobilization (Including Site Restoration) | | | | |
| 33 | Incidental Repairs (Allowance) | \$1,000,000.00 | | | \$1,000,000.00 |
| 34 | Flag Repairs (Allowance) | \$500,000.00 | | | \$500,000.00 |
| 35 | Disruptions due to Railroad (Allowance) ¹ | \$1,500,000.00 | | | \$1,500,000.00 |
| | | | | | |
| | Total | | | | |

Note:

- This item is to reimburse the Company for demonstrated losses incurred as a direct result of AMTRAK or CSXT ordered disruptions to the Company's otherwise scheduled and approved work operations.

The total of the foregoing price proposal based on the Company's Estimate of Items of Work is (in words):

APPENDIX H - R

MINORITY/WOMEN BUSINESS OWNED ENTERPRISES PROGRAM

1. NOTICE TO ALL PROSPECTIVE CONTRACTORS (4 Pages)

2. SCHEDULE B - SUBCONTRACTOR UTILIZATION PLAN

(To be submitted as a separate sealed envelope along with the Price Proposal)

PART I: AGENCY'S TARGET

(To be completed by NYCDOT)

PART II: BIDDER/PROPOSER SUBCONTRACTING PLAN

(pages 2 and 3 to be completed by Design/Build Company)

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 by the Design/Build Company)

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 zrasool@dot.nyc.gov or via facsimile at (212) 442-7449. 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.

APPENDIX H-R

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 FULLY COMPLETE THE SUBCONTRACTOR UTILIZATION PLAN INCLUDED HEREIN (SCHEDULE B, PART II). BIDS/PROPOSALS WHICH DO NOT INCLUDE A COMPLETED SUBCONTRACTOR UTILIZATION PLAN 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 SUBCONTRACTOR UTILIZATION PLAN (SCHEDULE B, PART II) INDICATES THAT THE BIDDER/PROPOSER DOES NOT INTEND TO AWARD THE TARGET SUBCONTRACTING PERCENTAGE, THE BID/PROPOSAL WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS THE AGENCY HAS GRANTED A WAIVER OF THE TARGET SUBCONTRACTING PERCENTAGE (SCHEDULE B, PART III).

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. 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/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, 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 (as indicated above) in order to seek certification.

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.

APPENDIX H-R

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. The Agency may grant such request 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 **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.

APPENDIX H-R

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. 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.

5. 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.

6. 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.

APPENDIX H-R



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

Pin # 84107BXHR171 **FMS Project ID#:** HBX1123

Project Title Design, Construction and Construction Support Services in Connection with the Rehabilitation of the Northbound and Southbound Bruckner Expressway Bridges over Amtrak/CSX Railroads, the Bronx.

Contracting Agency New York City Department of Transportation

Agency Address 40 Worth Street, 8th Floor, **City** New York **State** NY **Zip Code** 10013
Room 824A

Contact Person Richard Solomon **Title** Project Manager

Telephone # (212) 442-7346 **Email** rsolomon@dot.nyc.gov

Project Description (attach additional pages if necessary)

The Northbound and Southbound Bruckner Expressway Bridges (BIN 2-07535-2 and 2-07535-1) over CSX and Amtrak, the Bronx are in the Division’s FY 2008 Reconstruction Program. The work to be performed under this Design Build Contract includes Design, Construction, and Construction Support Services (CSS) for the complete reconstruction of the Northbound superstructure and the rehabilitation of the Southbound superstructure and rehabilitation of abutments of the Northbound and Southbound Bruckner Expressway Bridges as described in the Scope of Work. NYCDOT will select a Design/Build “Company” through a RFP process. If this rehabilitation is not timely addressed the frequent hitting of the bridge girders by CSX cars due to the bridge’s reduced clearance as a result of the October 2005 fire on the bridge could jeopardize public safety.

(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.

8 %**Subcontractor Participation Goals**

Complete and enter total for each Construction or Professional Services, or both (if applicable)

| Group | Construction | Professional Services |
|----------------------------------|----------------|-----------------------|
| Black American | 0 % | 0 % |
| Hispanic American | 0 % | 0 % |
| Asian American | 0 % | No Goal |
| Caucasian Female | No Goal | 0 % |
| Total Participation Goals | (2) 20% | (3) 20% |

*Note: for this procurement, based on a limited number of likely subcontracting opportunities, individual ethnicity and gender goals are not specified. Bidders/proposers may meet the Total Participation Goal through subcontracts with vendors certified in one or more of the ethnicity or gender categories. For reference, the Citywide Subcontractor Participation Goals for construction services are 12.63% Black American, 9.47% Asian American and 9.06% Hispanic American. For Professional Services, the Citywide Subcontractor Participation Goals are 9% Black American, 5% Hispanic American and 16.5% Caucasian Female.

APPENDIX H - R

Tax ID #: _____

PIN #: _____

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. NOTE: Bids/proposals which do not include a completed subcontractor utilization plan (Part II herein) will be deemed to be non-responsive, unless a full waiver of the target subcontracting percentage is granted (Part III herein).

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.
- **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 Other
 Professional Services

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: | Subcontracts under \$1M (4) (construction/professional services) | Total Bid/Proposal Value | Calculated Target Subcontracting Percentage |
|---|---|--------------------------|---|
| Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services | \$ _____ | \$ _____ | _____ % |
| | ÷ | 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).**

! Important: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1) or the bid/proposal will be deemed non-responsive.

SCHEDULE B – cont.

Step 2:

Calculate value of subcontractor participation goals

Subcontracts under \$1M
(construction/professional services)

| | | |
|---|--|-------------------------------------|
| <p>a. Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services</p> <p style="text-align: right;">\$ _____</p> | | |
| <p>b.</p> <ul style="list-style-type: none"> • 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. | <p>Construction</p> | <p>Professional Services</p> |
| <p>c.</p> <ul style="list-style-type: none"> • For Construction enter percentage from line (2) from Page 1. • For Professional Services enter percentage from line (3) from Page 1. • These Percentages must be copied from the Agency Plan, or the bid/proposal will be | <p>Subcontracts under \$1M by Industry</p> <p>\$ _____</p> <p>x _____ %</p> | <p>\$ _____</p> <p>x _____ %</p> |
| <p>d. Value of Total Participation Goals</p> | <p>\$ _____</p> | <p>\$ _____</p> |

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 _____ |

Tax ID #: _____

PIN #: _____

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 _____

PIN # (for this procurement) _____ Type of work on Prime Contract (Check one): _____ Type of work on Subcontract (Check all that apply): _____

- Construction
- Professional Services
- Construction
- Professional Services
- Other

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from Schedule B, Part I, line 1)

_____ % 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 contracts/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: _____

APPENDIX H - R

NYCDOT DIVISION OF BRIDGES:
REHABILITATION OF SUPERSTRUCTURE OF NB & SB BRUCKNER BRIDGES OVER AMTRAX & CSXT

| | | | | | |
|----|--|----------------|---|---|----------------|
| | Material Classified as Non-Hazardous, Non-Petroleum Industrial Waste (Assume 5 Cubic Yards) | | | | |
| 22 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Non-Hazardous, Petroleum Contaminated Waste (40 Cubic Yards) | | | | |
| 23 | Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material Classified as Hazardous Waste (15 Cubic Yards) | | | | |
| 24 | Substructure Rehabilitation | | | | |
| 25 | Superstructure (Including Deck, Parapets, & Sidewalk) | | | | |
| 26 | Roadway/Approach Work | | | | |
| 27 | Public Utility Work (Excludes Street Lighting) | | | | |
| 28 | Street Lighting Work | | | | |
| 29 | Bridge Monitoring | | | | |
| 30 | Railroad Coordination | | | | |
| | | | | | |
| 31 | Engineer's Office/PC/Supplies | | | | |
| 32 | Demobilization (Including Site Restoration) | | | | |
| 33 | Incidental Repairs | \$1,000,000.00 | - | - | \$1,000,000.00 |
| 34 | Flag Repairs | \$500,000.00 | - | - | \$500,000.00 |
| 35 | Disruptions due to Railroad (Allowance) ¹ | \$1,500,000.00 | | | \$1,500,000.00 |
| | Total | | | | |

Note:

2. This item is to reimburse the Company for demonstrated losses incurred as a direct result of AMTRAK or CSXT ordered disruptions to the Company's otherwise scheduled and approved work operations.

The total of the foregoing price proposal based on the Company's Estimate of Items of Work is (in words):

1.02.3 Contingent Work

Contingent work shall be taken and understood to mean all labor, materials and equipment necessary for the completion of the contract. Such work shall be performed only when ordered in writing by the Engineer.

PROGRESS PAYMENT SCHEDULE for BIN 2-07535-2 Continued

| Milestone for BIN 2-07535-2 | Dollar Amount | Total |
|---|----------------------|--------------|
| Hauling and Disposal of Contaminated Excess Excavation/Concrete Demo Material (Hazardous Waste) | | |
| Substructure Rehabilitation | | |
| Superstructure (including Deck) Replacement | | |
| Maintenance and Protection of Traffic | | |
| Associated Roadway Work | | |
| Railroad Coordination | | |
| Punchlist Completion | | |
| Final Acceptance | | |
| Contingency During Construction | \$750,000 | \$750,000 |
| Disruptions due to Railroad (Allowance) ¹ | \$1,500,000 | \$1,500,000 |
| | | |
| Public Utility Work | | |
| Water Main | | |
| Street Lighting | | |
| TOTAL – BIN 2-07535-2 | | |

Note: All costs for Private Utility work will be paid to the Company through NYCDOT and paid under the conditions set forth by the negotiated agreement between the Private Utility Companies and the Company.

1. This item is to reimburse the Company for demonstrated losses incurred as a direct result of AMTRAK or CSXT ordered disruptions to the Company's otherwise scheduled and approved work operations.

*Clearances above CSXT Tracks 5 and 6 to be monitored from Notice-To-Proceed until the existing girders have been removed.

The total of the foregoing price proposal based on the Company's Estimate of Items of Work is (in words):

Bridge Clearance Monitoring – BIN 2-075351 The Company will monitor the existing vertical clearances at all 14 girders above CSXT Tracks 5 and 6 on a weekly basis to ensure that no significant vertical deflections are taking place. The monitoring will continue until the existing girders are rehabilitated.

Traffic Stipulations: See Exhibit F, Book 2

Railroad Coordination: The Company is to enter into Agreements with Amtrak and CSXT regarding all railroad issues, requests for outages, flaggers, review and approval of drawings, etc. NYCDOT has set a project allowance to cover Force Account costs. Actual force account costs will be paid on a monthly basis based on actual costs incurred and the amount will be drawn from the railroad force account contingency the project has allocated.

Amtrak and CSXT have not provided a schedule with specific outages but they are committed to work with the Company to accommodate construction in a way that does not adversely impact Amtrak and CSXT operations.

Although the hours and all provisions regarding outages will need to be worked out between the Company and the Railroads after Notice-To-Proceed, for proposal purposes it is reasonable to expect the following outages:

Original Hours Anticipated:

| Railroad | 1 Track Outage | 2 Track Outage |
|-----------------|-----------------------|--------------------------------------|
| Amtrak | 1:00 AM to 5:00 AM | Foul Time Between 2:00 AM to 5:00 AM |
| CSXT | 1:00 AM to 5:00 AM | Foul Time Between 2:00 AM to 5:00 AM |

New More Generous Outages:

| Railroad | 1 Track Outage | 2 Track Outage |
|-----------------|-----------------------|---------------------------------------|
| Amtrak | 8:00 PM to 5:00 AM | Foul Time Between 12:00 PM to 5:00 AM |
| CSXT | 8:00 PM to 5:00 AM | Foul Time Between 12:00 PM to 5:00 AM |

Proposers are to clearly state the number of outages and flagger occasions they are going to need to execute their proposed work based on the above new more generous outages. In the event, the assumed availability fails to materialize, NYCDOT will review the schedule and actual operations and issue a time extension as may be necessary.

Community Outreach:

The Company shall have a dedicated Community Liaison person to provide services as outlined in the Agreement Section of Book 1. The Community Liaison is to identify, contact, and keep informed on a regular basis all affected Community Boards, Neighborhood and Civic Organizations, including the Hunt's Point Market, Community Services, schools, hospitals, emergency services, (including EMS, Police Department, and Fire Department) and mass transit services. Extensive outreach effort must be done during the design stage of the project when presentations to the Community Board(s) will be scheduled and also at least one (1) month before any existing roadway is impacted. This effort is to include meetings, presentations, phone calls, brochures, newsletters, etc. The Company will be deemed to have taken all the above into consideration and all associated costs will be deemed incorporated in its price.

Tow Truck Service:

Tow Truck Service shall be provided during times when the number of travel lanes are restricted or reduced and shall be included in the price bid for Maintenance and Protection of Traffic. The service shall also be available when the Company is implementing changes to the traffic pattern.

Design-Build Requirements: The following requirements are considered critical for the smooth operation of a design build contract of this magnitude, complexity, and time constraints:

- The construction project manager and the engineer responsible for all technical issues will dedicate 100% of their time to this project throughout the duration of their services to the project.
- The design and CSS project manager(s) will dedicate at least 50% of his/her/their time to this project throughout the duration of his/her/their services to the project.
- The Engineer responsible for all project technical (design & CSS) issues will be located at the field office once the contractor mobilizes at the site. Appropriate space, compute station, and necessary resources must be made available to accommodate this working situation.

The Company will be deemed to have taken all of the above into consideration and all associated costs will be deemed incorporated in its price proposal. In the event the Company awarded this contract does not comply with the above requirements commencing the day the Notice to Proceed and up to substantial completion of the project, it will be deemed as reduced Scope of Work and it will entitle the City to an appropriate credit.

APPENDIX F

ACKNOWLEDGMENT OF ADDENDA/STEP I

NOTE: This page must be submitted with the Technical Proposal of the RFP.

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: _____

Question 1: Please provide a clarification on the requirements for Schedule B (Local Law 129) as it pertains to the Technical Proposal due on November 30th. ACCO stated at the pre-bid meeting that a definitive clarification would be forthcoming.

Clarification: The ACCO's Office decision is that no Schedule B is due at the Technical Proposal Submittal. Schedule B is due at the time of Price Proposal Submittal. It shall be submitted in a separately sealed envelope along with the Price Proposal. Note that only one form is now required, as shown in Appendix H – R attached to this addendum.

Question 2: We are aware that Mass Electric, a subsidiary of Kiewit, is currently performing work on the AMTRAK Hellgate Catenary Upgrade and Replacement project, which encompasses the electric traction facilities equipping the railroad below the proposed Bruckner project. To accommodate this work, Mass Electric, through meetings with the affected railroads, arranges track and power outages which we understand, includes continuous (24/7) line outages. We believe it will be most cost-effective and of great help to the bridge project if the contractor working on the Bruckner project is permitted to share these RR and catenary outages. To allow early thought and planning of the work by our Team, we respectfully request a copy of the most current line and track outage schedule be made available.

Clarification: To the best of the Departments knowledge, Mass Electric and AMTRAK has coordinated a 5 day schedule to include one track outage including de-energization from 8:00PM to 5:00AM and two track outages from 12:00PM to 5:00AM. With this new information, the RFP is modified to include these outages, so that all proposers have a level playing field. Please base your proposals on these new outages. Your Price Proposal must also be based on these new, more generous outages. However, you are also requested as part of your Technical Proposal to clearly demonstrate how your technical approach, delivery methodology and time frames would have to change in the event the railroads do not end up honoring these more generous outages but instead go back to what was originally stated in the RFP. You may use whatever drawings and other means you deem necessary to demonstrate this. In addition, while your Price Proposal shall be based on the new more generous outages and this is what will be considered for selection purposes, the Department requests that you include a letter with your Price Proposal that indicates what the total project cost would have been in the event the new outages were not to materialize but had to go back to the originally stated hours in the RFP. The Department is including an additional allowance line for demonstrated losses incurred as a direct result of AMTRAK ordered disruptions to the Company's otherwise scheduled and approved work operations. (See Book 2 Exhibit E page 273R)

Question 3: Book 2 Engineering Requirements – Railroad Coordination, page 273 lists times for 1 Track Outage and Foul Times for 2 Track Outages for each railroad. Please confirm for the Proposal that these Outages listed for each individual railroad will be available simultaneously, otherwise overhead construction will likely not be able to proceed.

Clarification: Proposal should be based upon the assumption of simultaneous outages for both railroads. Please also refer to changes in outage times as outlined in response to Question # 2 above.

Question 4: To assure flagging operations are available from the railroads on an on-going and regular basis to support the construction "dedicated railroad crews" for flagging and Power Outages will be required from each railroad. Please confirm that the NYCDOT will use the allowance items in the price proposal to pay for these dedicated crews on an on-going basis whether or not full utilization is made of these crews.

Clarification: Yes. Based upon the proposal, the Force Account Allowance will be used for all costs of the railroad.

Question 5: Does the dollar value of \$6.5Million for the Amtrak and CSXT Allowances get added to the total value of the project when computing the dollar value for minority participation?

Clarification: No. The Amtrak and CSXT allowances should not be used for minority/women business enterprise utilization values.

Question 6: Section 1.03 - Design-Build Contract – page 81, paragraph 9.8, states that prior to NYCDOT executing a contract with the Contractor, the Contractor must provide a copy of the Contractor's subcontract with its Design Consultant to the NYCDOT. This sequence requires the Contractor to enter into a subcontract prior to the Contractor executing a Contract with the NYCDOT. Since this is the opposite sequence of what normally occurs, we request that the NYCDOT accept an executed Memorandum of Understanding between the Contractor and its Design Consultant, in lieu of an executed subcontract, as a precondition for executing a contract with the Contractor.

Clarification: A notarized Memorandum of Understanding may be submitted between the contractor and the design consultant.

Question 7: The bottom paragraph on page 272-R of Book 2, Exhibit E – Scope of Work, requires that the Contractor must provide proof that it has entered into or is about to enter into an Agreement with the private utility company(s) prior to the award of the Design Build Contract. Therefore, we request that this requirement be modified to allow for the normal sequence of events to occur, namely, the Contractor needs to first execute a contract with the NYCDOT before the Contractor can execute any agreements with private utilities, subcontractors and vendors.

Clarification: An authorized Letter of Intent which is notarized by both parties, may be submitted to indicate that the contractor intends to enter into an agreement with the private utility.

Question 8: On page 83 of Book 1, in Section 1.03 - Design Build Contract Agreement, there are submittal requirements specified in paragraphs 10.1.12 and 10.1.13 which allow various agencies and entities a "reasonable period of time" to review and approve of the Contractor's submittals. However, since the Proposer is to submit a Schedule with the Technical Submittal the Proposers need to know how long of a period of time will be considered to be reasonable for these outside agency reviews. Since Paragraph 10.2.2 specifies finite periods of time for the review and approval by the NYCDOT, we recommend that all outside agencies be required to adhere to the same rules that will apply to the NYCDOT so that the Proposers will be able to make reasonable allowances for these activities in their Schedules. Please clarify.

Clarification: The NYC DOT timeframes are specified because they are under the Departments control. All other time frames have to be relied upon the experience and expertise of the design team consultant. Time frame should be clearly defined and reflected in your CPM Schedule.

Question 9: Paragraph 10.1.12 on page 83 of the Design-Build Contract in Book 1 requires the successful contractor to obtain approvals from all agencies, community boards and railroads whose approval is necessary for the performance of the work. Even though a list of agencies is provided, there is a disclaimer in this paragraph that the list may not be limited to the agencies that are listed. In order for Proposers to properly plan and schedule this project, as well as estimate the cost and impact of the outside agency involvement, it is important for the Proposers to know if there are any other outside agencies and entities, besides the ones listed, who need to be provided with an opportunity to review or approve the plans for this project in advance of construction

Clarification: Proposers should consult with their consultants for all design approvals; familiarity with such necessary approvals is one of the criteria for which proposals will be evaluated.

Question 10: With regard to the involvement of the Community Board on this project, please clarify how much input, influence and involvement the Community Board will have on the approach that will be used by the Contractor to perform the work, and clarify whether or not the Community Board has the right to approve or disapprove the Contractor's designs and work plans

Clarification: Regarding Community Boards, they do not have any approval or disapproval but need to be informed on the impact on their community and every effort must be made to minimize the impact.

Question 11: Please clarify NYCDOT's approach to compensating the Contractor if outside agencies and entities require changes in the Contractor's designs and work plans that generate extra design and, or construction expenses or extend the schedule

Clarification: If what has been requested by that Agency is within their standards, then the contractor must comply at no additional cost. The contractor must rely on its consultants' expertise to identify the standards. However, if an outside Agency presents the Department with a request that is in addition to the RFP, (e.g. two new watermains instead of one) this will involve additional work, and the contractor will be compensated.

Question 12: In order to facilitate the expeditious review of the Contractor's designs and work plans by outside agencies and entities, we request that NYCDOT provide a commitment to the Proposers that the NYCDOT will assist the Contractor in this process as if the Contractor were acting as an agent for the NYCDOT.

Clarification: The Department will assist in a similar manner as with our previous Design/Build projects; however the contractor is ultimately responsible for this requirement and must have the experience necessary to execute this requirement effectively.

Question 13: In our review of the RFP, Book 1 and Book 2 bidding documents we have not found any provisions for maintaining strict confidentiality regarding the information presented by the Proposers in this procurement process. Therefore, we request that a Confidentiality Statement be added in this regard to the RFP through a written addendum

Clarification: Confidential, proprietary information or trade secrets shall be handled in accordance with Section VI, paragraph 1c of the RFP.

Question 14: Please clarify whether or not Proposers shall be permitted the opportunity to submit Alternate Technical Proposals for Step 1 of the procurement for this project.

Clarification: Yes. Proposer may elect to submit more than one scheme, but only one scheme will be reviewed for technical merit. You must clearly identify the scheme that the review committee will evaluate. Price is to be submitted for this scheme only. Additional documentation is necessary for railroad outage adjustments (see clarification for Question 2).

Question 15: Paragraph 2.1 on Page 251, Book 2 - Technical Spec's, states that the Proposer is required to update the survey data/plans as required, prior to rehabilitating the bridge; and, that the NYCDOT is not responsible for any errors in the existing survey data/plans that were provided in the bidding documents. If the Contractor finds deviations between the existing conditions and the information provided in the bidding documents, the NYCDOT should recognize this as a changed condition that may entitle the Contractor to a cost and, or schedule adjustment. Please clarify.

Clarification: If changes of condition are clearly demonstrated to the satisfaction of the Department, NYCDOT will compensate the contractor as such.

Question 16: As mentioned above, the contract provides liquidated damages that are to be assessed the contractor for early or late lane closures on the Bruckner Expressway. Please clarify whether or not these liquidated damages also apply to lane closures on the Service Roads.

Clarification: Yes. Service roads are included in the liquidated damages provision.

Question 17: Drawing #R-2 does not seem to show the correct scale used for this drawing. The title block indicates a scale of 1" = 16' but the cross sections appear to have a horizontal scale that is not the same as the vertical scale. Please clarify.

Clarification: Addendum 1 has updated CAD file of this drawing.

Question 18: Paragraph 2.9 on Page 254 of Book 2 - Exhibit B - Technical Spec's states that "All existing non-conforming (substandard) features based on the NYSDOT Highway Design Manual design standards shall be eliminated or improved." With regard to upgrades, portions of the specification have clearly specified certain upgrades, for example: (a) Exhibits B and E focus on the structural upgrades required for the bridges; (b) Exhibit G – Public Utilities requires that all lighting within the project limits be replaced as per the latest agency standards, and this same section addresses the existing watermain; and (c) Exhibit H - Private Utilities requires the removal and replacement of duct banks and circuits. Please clarify if there are any other upgrades of existing features that may be required other than those mentioned in the aforementioned exhibits.

Clarification: To the best of the Departments' knowledge, no. But it is the designer's obligation to identify any new and existing upgrades that are necessary.

Question 19: Can the area under the Sheridan Expressway be utilized for a field office / staging area?

Clarification: The area under the Sheridan Expressway is under the jurisdiction of the New York State Department of Transportation. The contact person for the State DOT for all real estate issues is Anthony Greene (718) 482-6435

Question 20: Section 4, page 6 of the RFP states the proposals should be in "...*spiral plastic binding.*" May we use a three ring binder instead?

Clarification: No.

Question 21: RFP Appendix E – Price Proposal Sheet lists allowance items for Amtrak and CSXT. Should the costs for these items exceed the amounts shown will the NYCDOT issue a change order for the additional costs?

Clarification: Yes. The Design Build Team is required to meet with each of the railroads upon NTP and discuss their schedule with the railroad and anticipated cost of Force Account. If at that time the cost of the Force Account exceeds the established Force Account dollars, the Department will seek additional funds to be placed in the allowance item to provide continuous cash flow.

Question 22: RFP Appendix E – Price Proposal Sheet lists allowance items for Incidental Repairs and Flag Repairs. Should the costs for these items exceed the amounts shown will the NYCDOT issue a change order for the additional costs?

Clarification: Yes. A change order will be issued and NYC DOT will seek additional funds at that time.

Question 23: In Section 832 of "Specification for Lead Paint Removal – Worker/Environmental Protection and Waste Handling" on p. 643, paragraph 3.05 A.1, it states that the Contractor and NYCDOT are co-generators of the hazardous waste. Please revise the specification to state that only the NYCDOT is the generator of hazardous waste. If the contract language is not changed we can not submit a proposal for this project.

Clarification: No. The Department has completed several contracts with this language in place. This language shall remain as is.

Question 24: Note 6 on page 258 of Book 2 prohibits the erection of any structures, temporary or not, outside of the NYCDOT Right-Of-Way. The note on page 269 of Book 2 says that the NYCDOT Right-Of-Way stops at the fascia girders and any proposal that considers erection outside of the NYCDOT Right-Of-Way and over the RR ROW will be considered non responsive. There are two questions here:

1. Drawing R-1 the Roadway General Plan on page 182 of Book 2 indicates the alignment of the northbound sidewalk has been moved outside of existing structure. It appears that there will be both temporary and permanent construction outside of the existing fascia girders, therefore outside of NYCDOT ROW. Will this be acceptable?
2. The need to construct a protective shield similar to what is shown on Amtrak drawing ET-1447-D in Book 2 may require temporary construction outside of the fascia girders, therefore outside of NYCDOT ROW. Will this be acceptable?

Clarification: No. Replace Drawing R-1 with R-1R. This indicates that the sidewalk is within the ROW.

Clarification: Yes. Temporary shielding may be required to extend beyond the fascia girder in accordance with the railroad's rules and regulations.

Question 25: The NB Bruckner Blvd. Bridge is partially shielded with lumber planks, are we to assume that the existing shield is in good condition and could be left in place for the demo shielding?

Clarification: The existing shielding are nominal 3 x 10 planks and you can assume in good condition. It is the designers responsibility to submit to the railroad an adequate design for approval by the railroad and the Department.

Question 26: On the eastbound side, is the proposed sidewalk to follow the bridge profile? If not, will a narrower sidewalk be allowed? Also, considering that the profile is being raised, where must the legal grade be maintained or met on the cross section, and does the private property between the railroad and Whittier Street have legal access to Bruckner Blvd eastbound? Are construction (temporary) and maintenance (permanent) easement planned for acquisition?

Clarification: All Clearance requirements must be maintained. The sidewalk on the structure may be narrowed to a minimum of 8'-0". Legal grade is not being raised, however if your scheme changes the profile your team would be responsible for all private property access. Any scheme changing easements, the team will be required to secure all legal easements.

Question 27: Can we lower profile indicated in document if we maintain clearance?

Clarification: The design must meet all requirements of the RFP for clearances. The Team must investigate all consequences including, but not limited to the geometrics and drainage, traffic flow and ULURP requirements.

Question 28: Could you please provide us with the allowable clearances during the construction phase for the Amtrak & CSXT tracks measured from top of rail?

Clarification: The RFP states the clearances. You can not go lower

Question 29: Do we have to reconstruct roadway if we can touch down sooner?

Clarification: Yes. The extent of the reconstruction is to the limits of the project.

Question 30: Are pavement cores available on the approach and departure roadways?

Clarification: No.

Question 31: Has an asbestos inspection been performed and if so are the results available for both bridges?

Clarification: Yes. Con Edison has included in the RFP that the electrical ducts being replaced contain asbestos and should be removed in accordance with all regulatory agency requirements.

Question 32: Are utility plates available for all utilities in the vicinity of the bridges?

Clarification: Yes. Attached to the RFP is Con Edison's (pg 288-290) electrical and gas drawings.

Question 33: Are NYCDEP storm and sanitary sewer maps available in the vicinity of the bridges?

Clarification: Yes. Attached to the RFP are NYCDEP water (pg 208) and sewer (pg209) drawings in pdf format.

Question 34: Can the water line be shut down? In what season (winter?) and for how long?

Clarification: No. DEP has submitted a requirement in the RFP to this effect.

Question 35: Watermain abandonment, removals and replacement requirements are identified in the April 18, 2007 letter found in Exhibit A, Appendix C, on page 201 of Book 2. With regard to the requirements found in this letter please clarify the following:

- a. Item #2 of the letter states that the existing 8" watermain across the truss bridge cannot be taken out of service for any extended time period without providing an alternate feed. Therefore, if our interpretation is correct there is no apparent reason to provide a temporary feed when the 8" main is taken out of service. Please clarify.
- b. Item #3 of the letter requires the 12" diameter watermain in Whitlock Avenue to be abandoned in place, and requires any existing active services to be transferred to the nearby 12" diameter main. Without knowing the number, if any, of active services to be transferred it is not possible for Proposers to include this indeterminate scope of work in their proposals. Please clarify.
- c. Item #4 of the letter has a typographical error in the last sentence which makes it difficult to determine if the existing 12" diameter watermain on Whittier Street can or cannot be taken out of service. Please clarify.
- d. Please clarify whether or not Item #4 requires the trenching across both Service Roads and both directions of the Bruckner Boulevard for the replacement of the existing 12" diameter watermain that crosses perpendicular to the bridge.
- e. Please provide the types of pipe materials, type of joints, rodding requirements, thrust blocks, typical trench details, concrete encasement details, testing requirements, disinfection procedures, etc. that are to be used for the replacement of the watermains on this project.

Clarification: All DEP requirements must be adhered to.

- a. There are fire hydrants on the opposite side of the structure.
- b. There are no active services.
- c. Water must be maintained.
- d. Yes, unless other DEP certified methods can be used.
- e. All standards and specifications of the Department of Environmental Protection shall be utilized.

Question 36: Paragraph 7.0 on Page 258 of Book 2 - Exhibit B - Technical Spec's: states that the standard policy is to locate all utilities under the sidewalk area of the bridge deck. Presently, there is an 8" diameter water main that is located above the level of the existing westerly sidewalk on the Truss Bridge. According to the scope of work, this 8" diameter water main is to be replaced with a new 12" diameter water main. Does the NYCDOT expect the new 12" diameter water main to be reconstructed so that it is supported under the westerly sidewalk area of the Truss Bridge? From our review of the railroad clearances, this does not appear to be possible. Please clarify.

Clarification: This will be up to the design team to place the water main above or below the deck.

Question 37: Will a NYSDEC GP-02-01 permit, SWPPP, and post-construction water quality treatment measures required or anticipated?

Clarification: SWPPP's are needed if at the time of construction the cumulative area of sub-grade is one acre or above. This all depends upon your scheme and will be determined by your design team. None of these forms are anticipated.

Question 38: Is a Digital Terrain Model (DTM) available for survey investigations done by NYCDOT and/or the preliminary designer?

Clarification: Yes. Attached to this addendum is a folder entitled DTM which has two primitive DTM files.

Question 39: In the description of work for Bridge 2075351 on page 271 of Book 2 it says "remove the concrete from the exterior surface of the truss bottom chords..." The existing bridge drawing on page 151 of Book 2 shows the bottom chord in section. The section of the bottom chord appears as two built up C-Channels back to back. It looks like the concrete that is between the two C-Channel flanges will be extremely difficult to remove. Please clarify what concrete around the bottom chords is to be removed.

Clarification: All concrete is to be removed as well as the concrete between the two C-Channels.

Question 40: On page 187 of the Engineering Requirements the drawing titled "Existing Elevation" of the truss bridge (BIN 2075351) indicates the existing roller bearings are to be replaced with elastomeric bearings. If necessitated by the magnitude of the reactions, can high-load multi-rotational (pot) bearings be used?

Clarification: Yes. Minimum requirements are established to create a level playing field for the purpose of the RFP.

Question 41: Also with regard to the bearings, Amtrak requires that all permanent and temporary metalwork (steelwork) must be connected to the railroad bonding and grounding network and that this network be continuous (to "ground"). Does the bearing replacement work include bonding/jumper wires be routed across or around the bearings to preempt damage from flashover (between catenaries and bridge) and fault current making it's way to ground? Or is this work included and paid for elsewhere?

Clarification: The cost for any railroad requirement for bearings shall be incorporated into the total cost of the bearings.

Question 42: On page 161 of the Engineering Requirements the drawing titled "Erection Scheme At Bridge N0. 2.87" indicates at Section R-R that the girder bridge (BIN 2075352) has an approach slab behind the East Abutment. However, on page 182 the drawing titled "Roadway General Plan" indicates approach slabs at the truss bridge (BIN 2075351) only. Is this correct? And if there is an approach slab beyond the girder bridge is the slab supported as shown on page 161 or has this been modified to be a slab on grade?

Clarification: Attached to this addendum is Drawing "BIN 2075351 Approach Slab.pdf".

Question 43: In the description of work for Bridge 2075351 on page 271 of Book 2 it says "remove the concrete encasement from floor beams..." Further on in the description of work we are told to include the cost of inspecting the floor beams after the encasement has been removed. The existing bridge drawing S-1R in Book 2 notes to encapsulate or remove the existing concrete encasement from the floor beams. Please confirm that we are to remove the concrete encasement from the floor beams.

Clarification: You are to remove the concrete. Addendum 1 sheet S-1R2 has the updated information. It is anticipated that the Design Build Team after NTP will meet with the railroads to coordinate outages. Following these negotiations, the contractor would begin removal of all concrete encasement. This would allow sufficient time for inspection of the floor beams prior to completion of the design phase. This action of removal of concrete will not start the clock for construction.

Question 44: The existing bridge drawing S-1R in Book 2 shows existing utility conduits beneath the median sidewalk. The note on the drawing attached to these conduits "existing utility conduits, Quantity and status unknown (believed to be abandoned)" does not provide any information on what to do with them. They are not discussed in the scope of work. Please provide direction on what to do with them.

Clarification: These utility conduits are to be removed.

Question 45: Note 10.4.4 on page 85 of Book 1 requires load ratings of the reconstructed structures. Please provide any load rating documentation, including calculations that are available for the existing truss bridge.

Clarification: Additional information will be forthcoming in the next addendum.

Question 46: Please provide drawings of the Sheridan Expressway superstructure and piers 500 feet either side of the Bruckner Bridges. Please provide the civil / roadway / drainage drawings and any other utility drawings (any in addition to what was provided with the RFP) 500 feet either side of the Bruckner Bridges.

Clarification: Additional drawings from prior NYS contracts have been provided for your information. The Department holds no warranties as to the accuracy of these drawings and is not responsible for any errors or omissions.

Question 47: We have downloaded the CAD files attached to Addendum #1 and have noted the following:
Index of Structural Drawings – Of the eight drawings; Drawing S-4R is missing an x-ref file and Drawing S-1R is missing completely.
Index of Civil Drawings – All 5 drawings load but have no relevant information within the drawing.
Are there additional files available that were not included in Addendum #1?

Clarification: Yes. Additional drawings have been attached to this addendum.

Question 48: Please provide any additional information on the existing encased floor beams and I-beams. Particularly interested in any existing paint on them.

Clarification: See page 164 of Book 2. Southbound bridge bottom flange painted with one coat of red lead.

Question 49: Do rivets that are to remain but exhibit section loss in the SB Bruckner Bridge are to be replaced? If so, what is the criterion for their replacement? Will the owner consider adding a unit price allowance for the rivets replacement?

Clarification: Yes, rivets with section loss are to be removed. As outlined in Exhibit E in Book 2, you should assume 400 rivets are to be replaced. Attached is pdf file entitled "Rivet Replacement Criteria". An allowance for unit pricing will not be considered.

Question 50: What is the minimum allowable design speed during construction?

Clarification: Depending upon your MPT, safety is the priority and critical locations should be identified. Final approval and permits will be issued by the NYCDOT - Office of Construction Mitigation and Control.

Question 51: What is the minimum lane width at the bridge during construction?

Clarification: Eleven feet (11'-0"). Final approval will be issued by the Office of Construction Mitigation and Control.

Question 52: Are pedestrian detours permitted during the construction?

Clarification: Yes, although a minimum distance of disturbance should be adhered to. Final approval will be issued by the Office of Construction Mitigation and Control.

Question 53: What minimum vertical clearance needs to be maintained above their tracks so that a railroad shielding system can be designed to avoid their trains? Essentially, what all Proposers need to know is the maximum vertical distance below the bottom of the bridges that can be occupied by the railroad shielding system. Since CSXT refuses to provide this information directly to the Proposers we request that the NYCDOT obtain this information from CSXT and then publish it in an Addendum. Please clarify.

Clarification: If proposers have any further questions, CSXT be happy to answer them provided they come through this Department. Regarding the clearances, there's about 3 ½' from the wall to the train envelope. CSXT has stated that the normal clearance requirement is 10' but CSXT construction does issue variances after the job starts. The current minimum vertical clearance of 16'-10" must be maintained throughout construction.

Question 54: Who is the REI on the project?

Clarification: The Department is proceeding to registration with Hardesty and Hanover as the Resident Engineer for Bruckner Bridges over AMTRAK/CSX.

**DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES**

**PIN: 84107BXBR171
CONTRACT No. HBX1123**

REQUEST FOR PROPOSAL

**DESIGN, CONSTRUCTION AND CONSTRUCTION SUPPORT SERVICES
IN CONNECTION WITH
DESIGN BUILD FOR THE REHABILITATION OF
NORTHBOUND AND SOUTHBOUND
BRUCKNER EXPRESSWAY BRIDGES OVER CSX AND AMTRAK**

BOROUGH OF THE BRONX

TOGETHER WITH ALL WORK INCIDENTAL THERETO

I, _____
(NAME AND TITLE)

a duly authorized representative of
(NAME OF PROPOSERS)

Acknowledge receipt of Addendum No. 2 dated November 20, 2007 for the Contract No. HBX1123 for which proposals will be received by 2:00 PM on January 15, 2008.