

REQUEST FOR PROPOSALS

FOR

MATERIAL TESTING AND SAMPLING

IN THE UNITED STATES AND CANADA

CONTRACT NO.: HBCD004

PIN: 84106MBBR087

RELEASE DATE OF THE RFP: January 25, 2006

MAXIMUM ANTICIPATED CONTRACT COST: \$7,805,406.00

ANTICIPATED CONTRACT TERM: 1095 Consecutive Calendar Days from the Date of Written Notice to Proceed with an option to renew for an additional one (1) year.

AUTHORIZED AGENCY CONTACT PERSON

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

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



**New York City
Department of Transportation**

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

Iris Weinshall, Commissioner

Web: www.nyc.gov/dot

January 25, 2006

RE: Material Testing and Sampling
In the United States and Canada
Contract No. HBCD004
PIN No.: 84106MBBR087

To Whom It May Concern:

I am pleased to invite your organization to submit a proposal for inspection services to assist the Division of Bridges with its Capital Infrastructure Improvement Program. Specifically, the proposal will be for Material Testing and Sampling, in the United States and Canada, in connection with the above noted contract.

Please be advised that a Pre-Proposal Conference has been scheduled for February 1, 2006 at 11:00 A.M. at 2 Rector Street, 8th Floor Conference Room. Due to limited space, no more than (2) representatives from each interested firm will be permitted to attend.

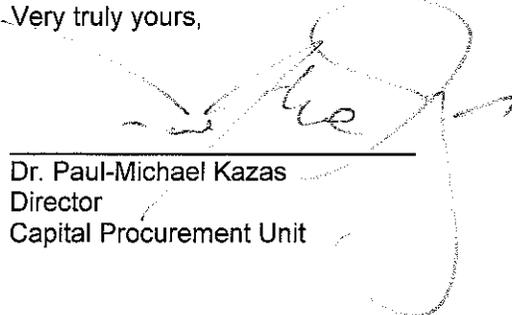
Enclosed for your use in developing your proposal is a set of forms for the above noted project. You should follow the submittal instructions carefully. Be further advised, that the selected proposer should not subcontract more than 49% of the contract work.

You should hand deliver your proposal, as indicated in Section IV of the RFP, to the **NYC Department of Transportation, Contract Section, 8th Floor – Room 824A, 40 Worth Street New York, N.Y. 10013 on or before February 16, 2006 between the hours of 9:00 a.m. and 2:00 p.m. only on business days.**

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

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

Very truly yours,



Dr. Paul-Michael Kazas
Director
Capital Procurement Unit

Enclosure

ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS

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

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

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

Consultant:		
Address:		
City	State	ZIP
Contact Person:	Phone #	
RFP Contract Number (Fill in): Contract No. HBCD004, PIN 84106MBBR087 Fax #		
RFP Contract Title (Fill in): Material Testing and Sampling in the United States and Canada		

OR

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

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

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

Comments: (Please use additional sheets if necessary)

Signature

Title

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SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of the RFP

The Agency is seeking an appropriately qualified vendor to provide inspection services related to Material Testing and Sampling in accordance with the practices, standards and criteria of the NYSDOT and NYCDOT. Services provided under this contract will be for all of the bridge construction rehabilitation projects irrespective of the funding source, excluding demolition, painting and component rehabilitation for the fiscal years 2007, 2008 & 2009.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be **1095** consecutive calendar days from date of written notice to proceed with an option to renew for an additional one (1) year. The renewal shall be at the sole discretion of the Department, under the exception for wage increases and test prices (to compensate for any escalation). The agency reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

C. Anticipated Payment Structure

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

SECTION III : SCOPE OF SERVICES

A. Agency Goals and Objectives

The agency's goals and objectives are to ensure the safety of the public through acquisition of quality for Material Testing and Sampling in connection with the Citywide bridge construction and rehabilitation contracts.

B. Agency Assumptions Regarding Consultant Approach

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

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

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

The RFP package should consist of three (3) individually sealed components as listed below, each bound in an a 8 1/2" x 11" plastic spiral binding. No pictures or drawings should be included, except for the cover. The cover should be hard cardboard or laminated plastic, the cover should feature the name of the responding firm(s) and the contract name and number. Responses should be typed using 12 point font. Responses on pre-printed forms should be no smaller than 8 point font, and then only when necessary. The response may include a one page bound transmittal letter, which summarizes the respondent's understanding of the project and its ability to successfully accomplish the job. Each section should be tabbed and labeled to correspond with each section listed (i.e. 1T, 2T, 3T, 4T, 5T, 6T, 7T, Form 254, Form 255, Form 4T1, Form 4T2 & Form 4T3).

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

A. Proposal Format

Component 1: Procedural Forms

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

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

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

Component 2: Proposal Forms

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

FORM 1T	QUALITY & RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)
FORM 2T	PROPOSED STAFF (RESUMES)
FORM 3T	STAFF EXPERIENCE
FORM 4T	JOB TITLES & HOURS PROPOSED
FORM 5T	OVERALL APPROACH
FORM 6T	NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS.)
FORM 254	STANDARD FORM
FORM 255	STANDARD FORM

Component 3: Cost Proposal

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

FORM 4T1	LABOR COST PROPOSAL
FORM 4T2	COST PROPOSAL SUMMARY
FORM 4T3	PERFORMANCE MEASURES AND RELATED FINANCIAL INCENTIVES AND/OR DISINCENTIVES
PAGES 1-27	PRICE PROPOSAL SUMMARY

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

The multiplier is based on NYSDOT audit report or an approved equal audit report from other state authorities for review by the Department and is fixed for the first calendar year of the contract. It is subjected to audit for the successive calendar year to account for the lower overhead cost.

Performance Outcome Measures and Financial Incentives and/or Disincentives

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

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

Proposer's Name Address	NYCDOT Contract Section 40 Worth Street 8th Floor, Room 824A New York, New York 10013
PIN 84106MBBR087 CONTRACT NO. HBCD004 MATERIAL TESTING AND SAMPLING IN THE UNITED STATES AND CANADA PROPOSAL SUBMISSION DEADLINE IS FEBRUARY 16, 2006 NO LATER THAN 2 PM.	

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

B. Proposal Package Contents (“Checklist”)

CHECKLIST FOR RFP

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

COMPONENT 1 – Submit one original set.

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

COMPONENT 2 – Submit one original and three copies.

- 1T Quality and Relevance of Prior Experience (Firm in General)
- 2T Proposed Staff (Resumes)
- 3T Staff Experience
- 4T Not Applicable
- 5T Overall Approach
- 6T NYCDOT Current Workload Disclosure
- 254 Standard Form
- 255 Standard Form

COMPONENT 3 – Submit one original and three copies.

- FORM 4T1 Labor Cost Proposal
- FORM 4T2 Cost Proposal Summary
- FORM 4T3 Performance Measures and Related Financial Incentives and Disincentives
- PAGES 1-27 Price Proposal Summary

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures.

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

The ratings by the CSC members will be added and averaged for each firm in order to establish the technical evaluation ranking and ratings. Based on these ranks at least the top three (3) rated proposers and any other proposer whose rating is within five (5%) percent of the third ranked proposer will be shortlisted. In case where less than three (3) proposals are received NYCDOT will determine whether it will continue the selection process with fewer proposals or re-issue the RFP.

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

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

B. Evaluation Criteria.

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

C. Basis for Contract Award.

In accordance with the New York City Charter, the Department of Transportation will award the contract to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria as are set forth in the Request for Proposals.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1225, New York, NY 10007; the telephone number is (212) 669-3059. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A"- General Provisions Governing Contracts for Consultants, Professional and Technical Services' or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. If a copy of the applicable document is not attached, it is available through the Authorized Agency Contact Person.

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

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

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

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

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

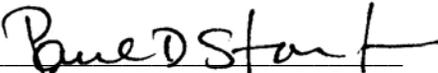
I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request,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

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

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

L. Charter Section 312(a) Certification.

The New York City Department of Transportation has determined that the contract to be awarded through this Request for Proposals, (PIN 84106MBBR087) for Material Testing and Sampling in the United States and Canada, will not directly result in the displacement of any New York City employee.


Assistant Commissioner Signature

1-05-06
Date

SECTION VII

ATTACHMENTS

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

SECTION VII

A) PROPOSED CONTRACTUAL AGREEMENT

MATERIAL TESTING AND SAMPLING IN THE UNITED STATES AND CANADA

CONTRACT NO.: HBCD004

PIN: 84106MBBR087

CONTRACTUAL AGREEMENT

GENERAL REQUIREMENTS OF CONTRACT FOR THE SERVICES OF THE INSPECTION AND TESTING FIRM

FOR MATERIAL TESTING AND SAMPLING IN THE UNITED STATES AND CANADA

CONTRACT NO. HBCD004
PIN. 84106MBBR087

I. SCOPE

This agreement provides funding for “Material Testing and Sampling, Citywide” associated with the construction and rehabilitation of New York City bridges at various locations. These services will be required at various locations in the United States and Canada. The Inspection and Testing Firm must have offices or branch locations to ensure timely response to assignments. A significant part of the sampling services will involve inspection and sampling of bridge bearings and compression seal at the manufacturing location. The majority of bridge bearings currently are manufactured in Connecticut, Ohio, Illinois, Texas, or Washington. The Inspection and Testing Firm may make arrangements with other firms to cover assignments in areas where they do not have an office. The Inspection and Testing Firm intending to use other firms must provide the names and credentials of such firms with their proposal. The Inspection and Testing Firm for this contract shall be fully responsible for the performance of its sub-Inspection and Testing Firm.

The City considers the Inspection and Testing Firm to be in a technical support role, wherein the Firm provides inspection and the related testing services, accurate and reliable inspection and test reports, identifies the out of specification testing results and recommends acceptance/rejection based upon a strict interpretation of the specifications.

The inspection and testing firm is required to provide qualified and trained personnel who can respond to assignments on an as-needed basis in a timely fashion. The inspection and testing firm will establish its internal necessary administrative supervision to the assigned plant inspection personnel and will work cooperatively with the department.

The Inspection and Testing Firm shall fully and fairly represent the interest of the City in the performance of services under this contract without conflict of interest or breach of confidentiality prior, during, upon and after the completion of work under this contract. The Inspection and Testing Firm shall notify the City in writing whether or not it has performed, or is currently performing work for any construction contractor, subcontractor, or material supplier which has performed or is performing work on any city project. During the course of this contract, the firm shall notify the City of New York in writing of its intent to perform work on any city projects not part of this contract. These provisions shall be included in all subcontract work performed by subcontractors or sub consultants.

All proposed sub-Inspection and Testing Firms must be approved by the Department prior to services rendered. The firm shall not sub-contract more than 49% of the Contract work. The sub-Inspection and Testing Firms will be subject to all provisions of this agreement. The Inspection and Testing Firm (prime) will receive a 5% mark up only on subcontracted services.

The duly authorized representatives of the City; and on Federally Aided Projects, representatives of the New York State Department of Transportation and the Federal Highways Administration, shall have the right at all times to inspect the work of the Inspection and Testing Firm. The City through its agency; Division of Bridges, Quality Assurance Unit, reserves the rights to monitor and evaluate the Sampling and Testing Firm performance by the Departments' own performance evaluation system.

In addition to the requirements stipulated herein, the Inspection and Testing Firm is advised that all payments due under this contract are subject to various Directives issued by the office of the comptroller regarding the auditing of Inspection and Testing Firm payments. The comptroller's Directives are:

Directive No. 2 ("Guidelines for Audit of Vouchers submitted under cost reimbursable contractual Agreements"); Directive No. 6 ("Travel, Meals, Lodging and Miscellaneous Agency Expenses"); and Directive No. 7 ("Audit of Payment Vouchers Issued Under Contracts for Construction, Equipment and Related Inspection and Testing Firm Services"). Copies of the aforementioned Directives may be obtained from the Department.

II. DURATION OF CONTRACT

The term of this agreement is for a three-year period, commencing from the date a Notice to Proceed is issued, and may be renewed at the sole option of Department for an additional one year at the same condition as set forth herein, except for the wage increases and Test Prices (to compensate for any escalation) mentioned in the section "V" (Fees & Payments). During the term of this Inspection Services Agreement, projects and work assignments will be identified. Such renewal may be exercised upon at least 30 days written notice prior to the expiration of this Contract. During the term of this Inspection Services Agreement, projects and work assignments will be identified. It is estimated that a total of 51520 compensable inspector hours for various titles included in the contract will be required over the three-year period.

III. DEFINITION

"The department", as used in this agreement and the above referenced documents shall refer to the New York City Department of Transportation (DOT). "Materials Bureau" as referred in NYSDOT standard specifications shall mean the New York City DOT Quality Assurance unit or its testing service retained under a separate contract. "D.C.E.S." as referred in NYSDOT Standard Specifications shall mean deputy chief engineering review and support, division of bridges the New York City Department of Transportation.

IV. Services to be performed

The services for this contract have been grouped into task categories, (detailed in specific requirement pages), based on the tests nature or objective, in order to facilitate funds distribution for payments as well as to provide convenient tracking of their expenditure and progress usage.

The Inspection and Testing Firm will provide inspectors, senior inspectors and chief inspector/project manager on an as-needed basis, to perform inspection and incidental testing services for various materials including bituminous materials, cementitious material, admixtures, joint sealers, masonry unit, reinforcing steel, bridge bearings, backfill, etc.

Services rendered under this contract will be administered by the Director of Quality Assurance, Division of Bridges, New York City Department of Transportation. No services shall be performed without prior approval of the Department. Based on the complexity of the work, the Department will determine the level of inspection personnel.

The Inspection and Testing Firm shall familiarize with the standard practices of the New York State Department of Transportation prior to beginning any of the work of this contract. All work required under this agreement shall be performed in accordance with these practices, standards, and criteria, and any special requirements which include the New York State Department of Transportation Standard Specifications, Manual for Uniform Record Keeping (MURK), Materials Methods and Directives, American Standard for Testing of Materials (ASTM) and Directives of the New York City Department of Transportation. The Firm shall perform the work in accordance with diligence and skill expected of an Inspection and Testing Firm with extensive experience in the performance of work of the type described. The Inspection and Testing Firm shall, at no cost to the City, provide all necessary safety training and personnel safety equipment for its employees performing work under this agreement.

The Inspection and Testing Firm shall comply with all the latest revisions and/or additions to NYS Standard Specifications as described in the Engineering clarification Bulletins issued by NYSDOT and/or the Department and endorsed by Quality Assurance Unit, Division of Bridges.

The initial assignments for Testing and Sampling of Materials to be performed upon a new construction project will be made in writing to the Inspection and Testing Firm with specific instructions detailing the duties to be performed, location of work, inspector level (regular and senior inspectors), number of inspectors anticipated, reporting procedures, and contact person(s) in the Inspection and Testing Firm who will assign and monitor the work. The Director of Quality Assurance will give authority and responsibility for day-to-day operations.

All testing and sampling personnel are subject to Department approval and may be removed upon request by the Department.

V. INSPECTION PERSONNEL

The Inspection And Testing Firm Shall Appoint Qualified Inspectors, Senior Inspectors And Chief Inspector/Project Manager To Perform The Required Inspection Services. Based On The Complexity Of The Work, The Department Will Ascertain Jointly With The Firm The Proper Level Of Inspection Personnel As Required For Each Assignment. The Department Prior To Assignment Must Approve All Inspection Personnel.

VI. FEES AND PAYMENTS

A. FEE

In Full Payment For All Services To Be Rendered Hereunder, The City Shall Pay To The Inspection And Testing Firm And The Inspection And Testing Firm Agrees To Accept A Fee Not To Exceed: \$_____ . That Includes A Not To Exceed Amount Of \$250,000 For Out-Of-Pocket Expense.

B. BASIS

1. TESTING AND SAMPLING WORK:

Payment shall be made on the basis of total direct technical labor salaries, times an Inspection and Testing Firm multiplier, authorized overtime premium pay and certain out-of-pocket expenses. (Task 3 of Testing and Sampling Services: See SR-4).

Payment shall be made on the basis of unit price. (Task 1, 2, and 4 of Testing and Sampling Services: See SR-4)

2. WAGES:

The following average hourly wage rates shall apply to this contract:

TITLE / LEVELS	AVERAGE HOURLY WAGE RATE
Inspector	
Senior Inspector	
Chief Inspector/ Project Manager	

The average hourly wage rates, exclusive of applicable weekend/night work differential, shall not exceed the rates as shown on the Labor Cost Proposal Form(s). However, the Inspection Firm may periodically, but no more than once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be subject to the approval of the Chief Engineer for the Division of Bridges and the Engineering Audit Officer, and shall be within the parameters as established in the U.S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers- Wages and Salaries**. First Time rates for the employees working on this contract will be established as per the Engineering Audit Office's Guideline for the Consultant Salary Increases dated August 8, 2005 or its subsequent revisions. This guidelines also covers subsequent annual and promotional/merit rate increases.

**The Annual Employment Cost Index Percent increase times the total yearly salary cost of all current employees working on that project for the prior year, becomes a pool of money from which various raises may be granted. The maximum salary increase per person is limited to 150% of the Annual Cost Index Percent. Total of individual raises shall not exceed the pool money per contract year.

3. TEST PRICES:

In the event that this contract is extended beyond the three-year period, the Inspection and Testing Firm may request, in writing to the Department, to have these test prices adjusted. This adjustment shall be subject to the approval of the Department and the Engineering Audit Bureau.

C. DEFINITIONS

1. Direct Technical Labor Cost:

Direct technical labor cost shall include only the wages and salaries of inspectors, senior inspectors and chief inspector/project manager exclusive of project management and administrative personnel. This cost shall be derived from individual wages, but shall not include overtime-premium pay, vacation pay, holiday pay, social security, unemployment insurance, workers compensation, sick pay or other fringe benefits. Any salary increases during the contract period shall be within parameters as established in the engineer pay index of the U.S. Bureau of Labor Statistics employment cost index for professional specialty and technical workers-wages and salaries. The overtime premium when applicable shall be paid in accordance with "overtime premium".

2. Inspection and Testing Firm Multiplier:

The Inspection and Testing Firm multiplier shall be applied to the direct technical salary cost of the Inspection personnel in connection with the project, and shall be considered as including provisions for indirect costs and profit.

3. Overtime Premium:

a. Overtime premium compensation shall be those services rendered by any designated inspection personnel in the form of sampling, and testing and falling into one of the following categories:

- Services in excess of eight straight time hours per day worked on our project.
- Services in excess of forty straight time hours per week on our project.
- Services performed on Saturdays, Sundays and any of the following holidays, if it is a designated Material Testing and Sampling Firm's holiday.

*New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day*

*Columbus Day
Martin Luther King Day
Veteran's Day
Thanksgiving Day & the Day after
Christmas Day.*

Services provided which do not meet the requirements of any of the above criteria but are specifically approved by the Department.

b. The Overtime premium is limited to 0.5 multiplied by the straight individual wage rate. No overtime services shall be performed without prior approval of the Department. The Material Testing and Sampling Firm multiplier shall not be applied to overtime premium.

4. Travel, Meals, Lodging:

A. Travel, Meals, And Lodging Shall Be Authorized And Reimbursed By The Agency In Accordance With The Prevailing Rates Established By Directive 6 Of The Comptroller's Office Of The City Of New York. The Inspection And Testing Firm's Personnel Will Be Subject To The Same Rules Applied To New York City Department Of Transportation Employees.

b. Travel time for the day will not be paid for the first and last half (1/2) hour of travel from the inspectors home (or starting point) and return. Total travel time for the day in excess of the aforementioned will be compensated in fifteen (15) minute increments. Any part of a quarter hour shall be rounded to the next quarter hour. Travel time between two or more points of continuous service during the course of a daily assignment will be compensated under "Direct Technical Salary Cost".

5. Show Up Time:

There shall be no charge for services canceled on or before the close of business day (4 P.M.) prior to the day of scheduled inspection. If a cancellation notice is not given within this time frame a maximum of four hours shall be charged for that day if the inspector shows up for work. In addition, if an inspector arrives at a location in which inspection was scheduled and authorized by the Department, and no work is being performed at the location or the required inspection takes less than four hours a maximum of four hours shall be charged for that day. If an inspection assignment takes more than four hours but less than eight hours a maximum of eight hours shall be charged for that day. In all cases the Department reserves the right to reassign the inspector to another location for that day or direct the inspector to perform other duties related to the contract.

6. Out-Of-Pocket Expense:

Out-of-pocket expenses shall be limited to:

a. Cost of automobile travel or mass transit when work is within New York City limits. Travel cost will be limited to cost incurred by inspection personnel only.

b. The cost for the use of motor vehicles, owned by the Inspection and Testing Firm or employees of the Inspection and Testing Firm or leased and maintained by the Inspection and Testing Firm and used specifically for and only for the performance of this contract, shall be compensated on a direct mileage basis (as modified below) in accordance with the standards as established for reimbursement allowances for city personnel and with the prevailing rates established by Directive 6 of the comptroller's office of the City of New York.

c. Mileage will not be paid for travel to and from an assignment location, which is within 15 miles from the inspector's home or starting point whichever is closer to the assignment location for that day. Mileage between assignments in any one day, if applicable, will be reimbursable. Similarly, mass transportation cost incurred between assignments in any one day, will be reimbursable.

d. All other out-of-pocket expenses shall be authorized by the Department prior to travel. The authorized travel expenses, other than automobile travel or mass transit, including, but not limited to car rental, car service parking etc. will be reimbursed under out of pocket expenses in accordance with the Comptroller's Directive 6, Section 4.5.

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

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

g. The cost of project specified photographic film, developing and printing services are reimbursable as out-of-pocket costs, when directed by the department.

h. The costs of project specific miscellaneous items approved by the Deputy Chief Engineer are reimbursable.

i. Out-Of-Pocket expenses shall be subject to audit by the Department. Consequently, the Engineer shall maintain, and submit to the Department as part of his/her monthly payment voucher, time and material records for all out-of-pocket expenses incurred during that month and submitted for reimbursement in connection with the services herein contained. Subcontractors and Inspection and Testing Firms are subjected to the same rules governing the documentation and reimbursement of Out-Of-Pocket expenses as the prime Inspection and Testing Firm.

7. Indirect Costs and Overhead:

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

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

8. Performance Evaluation:

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

D. PAYMENTS

1. During the course of the contract, all payments, including the final payment, shall be paid to the Inspection and Testing Firm on a monthly basis as they occur, as follows:

a. Payment under Task 3 shall be made based on direct technical salaries of inspection personnel in connection with the project, times an Inspection and Testing Firm multiplier of:

_____ * (Inspection and Testing Firm)

for Inspection Services, plus any overtime premium as defined under definition of "overtime premium"

b. For approved out-of-pocket costs, payments for Task 3 shall be made on the basis of direct reimbursement at cost to the Inspection and Testing Firm, with no markup for the overhead and profit.

c. Payment for Tasks 1, 2 and 4 will be based on the per-test price set forth in the attached price schedule. If tests not specified in the schedule are needed, the price will be negotiated on a per-test basis.

** Said multiplier was established mutually by the Department and Inspection and Testing Firm which is subject to the review and audit provisions as contained herein. In no event shall the said multiplier be increased.*

2. The Inspection and Testing Firm shall submit to the Commissioner, or his duly authorized representative, but not more than once per calendar month, certified voucher, and four copies, setting forth in detail the items of work and services performed by the Inspection and Testing Firm and the amount of partial payment requested. The Inspection and Testing Firm vouchers, shall be accompanied by the statements prepared and certified by the Inspection and Testing Firm setting forth the name and title of each of their inspectors who were engaged in the project during such respective month, the number of hours worked each day, the direct salary along with their certified payroll and time sheets.

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

4. All sub-inspection and testing firm vouchers received by the inspection and testing firm at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the inspection and testing firm does not have other costs to be billed for that period. The inspection and testing firm shall inform THE sub-inspection and testing firm of the date the voucher was submitted to the NYCDOT-QA and the amount included for sub-inspection and testing firm.

5. The fee and all payments hereunder shall be subject to review and audit by the department of transportation and subject to audit by the comptroller.

6. The city shall retain five percent (5%) from each progress payment until a maximum of fifty thousand dollars is retained (\$50,000).

SPECIFIC REQUIREMENTS

1. Qualifications, Personnel, Compensation.

The Material Testing and Inspection Firm must be a competent, technically oriented firm with the organization, experience, and capability to provide the services required by these specifications. The Agency considers the selected Proposer to be in a technical support role wherein the Proposer provides sampling and testing services, reports, indicates any irregularities or deficiencies, and makes evaluations or recommendations. The Agency retains the policy and decision making role including devising and establishing quality assurance programs and procedures; making engineering judgments; interpreting plans and specifications; ordering corrective action of the construction contractor, his/her subcontractors, and/or suppliers, as appropriate; and determinations of acceptance or rejection of material. The Agency also reserve its privilege on questioning and evaluating Proposer's overall performance as well as its data providing and reporting accuracy by using Agency's technical personnel expertise, periodic locations and site visits, or a third party performance analysis provider.

The services of the selected Proposer shall be under the direction of a person charged by the Proposer with technical managerial responsibility. This manager shall:

- (1) be a full time employee of the Proposer;
- (2) be a registered engineer or a person with equivalent science/engineering education and experience having satisfactorily directed inspection services for transportation construction materials covered by this contract; and
- (3) have at least three years' experience in inspection and testing of these materials.

In addition there are qualification requirements for certain service assignments involving either company qualification or an individual qualification such as the AASHTO Accreditation Program (AAP), American Concrete Institute (ACI) certification program, American Welding Society (AWS) certification program. Resumes of inspectors are subject to approval of Director of Quality Assurance prior to assignment by the testing agency.

The inspection firm must have adequate testing facility to perform tests outlined in Task 1 (Testing for the basis of Materials Acceptance) and Task 2 ((Testing for Product Evaluation). Testing facility should be equipped with at least 400000 pounds Tinius Olsen Universal Testing Machine or Equivalent, Tensile Strength Testing machine, Nondestructive testing equipment, Soil analysis equipment, Nuclear Density testing equipment, and other necessary equipment to satisfactorily perform the tests included in Task 1 through 4

Inspection and Testing firm must have current AASHTO certification, also actively participating in AMRL & CCRL proficiency sample testing program.

It is expected that the laboratory testing of materials be performed by a firm accredited by AASHTO Accreditation Program (AAP) in the following fields of construction materials testing: (1) Bituminous Mixtures, (2) Bituminous Concrete Aggregates, (3) Portland Cement Concrete (PCC), and (4) PCC aggregates. The selected firm will either: (1) be accredited by AAP or (2) be enrolled and participating in the appropriate proficiency sample programs and has progressed an active AAP application. The selected firm will actively pursue accreditation as necessary, with the details of their plan to become accredited approved by the Director of Quality Assurance.

The proposer shall maintain a database, showing identification of the sampling and testing of the materials performed under various contract items. This database will preclude the duplication/repetition of testing of samples from the same lot, submitted at different times from different sources and will also be utilized to substantiate the quantities requested for payment.

The Proposer will be required to provide qualified and trained personnel, respond to assignments on an as-needed basis in a timely fashion, provide the necessary technical and administrative supervision to their employees and work cooperatively with Agency personnel. The expected response time to an assignment is typically 1 to 2 days.

The services may require sampling, witnessing of tests, performance of laboratory and field tests, and other miscellaneous related services. These functions will be performed in accordance with the Agency's procedures as referenced in GR-3, Section III "Services to be Performed". These procedures are generally recognized and accepted by the testing industry. The testing laboratory will be required to obtain samples as directed by the Agency, using the most economical means unless instructed otherwise. The firm will be reimbursed for the cost of shipment and for the inspector's travel time at the inspector rate and reimbursed for travel expenses in accordance with GR-5, Section 4. Contractors may have the option of shipping samples at their own expense to expedite testing. If this option is exercised, the inspection service will be required to take precautions to assure the integrity of the sample is not compromised during shipment, by means of identifying tags, labels, and seals.

Personnel functioning under contract with the Agency will typically be considered either Inspectors or Senior Inspectors and the Agency will specify the inspector grade required for each assignment based on the complexity of the assignment. The minimum qualifications are:

Inspector. The Inspector must be at least a high-school graduate with NICET LEVEL I and have three months of either sampling, inspection, and testing experience or other related work experience. However, subject to Agency review and approval, equivalent combinations of education, training, and experience may also be considered as meeting these requirements.

Senior Inspector. In addition to the educational requirements for inspector, the senior inspector must have NICET LEVEL II and at least a total of one year's sampling, inspection, and testing experience or other related experience. However, subject to Agency review and approval, combinations of education, training, and experience may also be considered as meeting these requirements.

Chief Inspector/Project Manager. The Chief Inspector/Project Manager must be NICET Level III certified and in addition to the educational requirements for senior inspector, the chief inspector / project manager must have at least a total of ten (10) year's sampling, inspection, and testing experience or other related experience. However, subject to Agency review and approval, combinations of education, training, and experience may also be considered as meeting these requirements.

Additionally, for specific assignments, primarily related to sampling of concrete or welding specimens, the qualifications are specific to that assignment.

The Proposer will typically be compensated for testing assignments on the basis of the unit price agreed to for each test. Compensation for obtaining samples from other locations will be compensated for at the inspector hourly rate agreed to. The hourly rate will include all direct costs, indirect costs, and profit for services rendered, except for travel expenses. Travel expenses including meals and lodging, will be reimbursed in accordance with Directive 6 of the New York City Comptroller's Office. No other direct or indirect costs (e.g. postage for reports, supplies, reproduction, clerical support, etc.) will be reimbursed unless otherwise expressly approved by the Agency. Typically, the cost of transmitting samples, mill test reports, and radiographs is reimbursable. All costs associated with certification, qualification, or accreditation of the Proposer or its personnel shall be borne by Proposer.

The testing firm shall not engage, on a full or part-time basis, any professional or technical personnel who are or have been employed by the City of New York or the organization of any other public employer at any time during the period of this contract, except regularly retired employees, without the consent of the public employer of such person.

The testing firm shall fully and fairly represent the interest of the City in the performance of services under this contract without conflict of interest or breach of confidentiality. Prior to the commencement of work under this contract, the testing firm shall notify the City in writing whether or not it has performed, or is currently performing work for any construction contractor, subcontractor, or material supplier which has performed or is performing work on any City project. During the course of this contract, the firm shall notify the City in writing of its intent to perform work on any City projects not part of this contract. These provisions shall be included in all subcontracts for work performed by subcontractors or subconsultants.

2. Sampling and Testing Services

a. General

The services for this proposal have been congregated and grouped into task categories based on their test nature or objective in order to assist on fund distribution for payment intents as well to provide convenience to tracking of their expenditure and their progress usage.

There are identified four task categories:

- **Task 1** TESTING FOR BASIS OF MATERIALS ACCEPTANCE – addresses Standard Specifications materials testing as called for by the basis of acceptance of specified materials on use with bridge rehabilitation Items. (See Attachment marked “Price Proposal Summary”)
- **Task 2** TESTING FOR PRODUCT EVALUATION – addresses testing and sampling as used to qualify various materials not included in Standard Specifications. They comprise materials as called for by Job Bid Proposals and Specifications Books; various new substitution materials; questionable quality check on accepted or from approved lists materials, routine checks of materials within the plant inspection process — cementitious, admixtures, asphalt or aggregates; investigation and evaluation of quality achieved on some construction incorporated products by coring and testing procedures as well as nondestructive testing or other miscellaneous tests. (See Attachment marked “Price Proposal Summary”)
- **Task 3** SAMPLING FOR BASIS OF MATERIALS ACCEPTANCE – addresses Standard Specifications materials sampling as called for by the basis of acceptance of specified materials on use with bridge rehabilitation Items. (See Attachment marked “Price Proposal Summary” and Form 4T-1.)
- **Task 4** TESTING FOR THE BASIS OF BRIDGE PAINTING ACCEPTANCE – addresses Standard Specifications paint testing as called for the basis of acceptance of specified materials on use with bridge rehabilitation items. (See Attachment marked “Price Proposal Summary”)

Under this contract the testing shall typically involve materials and processes used for bridge components as bearings, guide rails, concrete members, backfill, joints, and other bridge related appurtenances.

These services will be required at various locations in the United States and Canada. The selected Proposer must have offices or branch locations to ensure timely response to assignments. A significant part of the sampling services will involve bridge bearings at the manufacturing location. The majority of bridge bearings currently are manufactured in Connecticut, Ohio, Illinois, Texas, or Washington. The Proposer may make arrangements with other firms to cover assignments in areas where they do not have an office. Proposers intending to use other firms must provide the names and credentials of such firms with their proposal. Outside firms are subject to the approval of the Agency. The Proposer awarded this contract shall be fully responsible for the performance of its subcontractors.

The sampling shall typically involve materials and processes used in bearings, guide rails, concrete members, backfill, joints, polymer constituents, and other components. Inspectors will be required to inspect materials and fabrication processes as well as witness tests or coring performed by the manufacturer. Inspectors will be required to obtain samples and send them to designated testing laboratories.

Services are to be provided generally in accordance with the requirements of the New York State Department of Transportation's Standard Specifications, Materials Method manuals, Materials Procedures, Soils Control Procedures, and directives of the New York State or New York City department of Transportation.

It is estimated that 51,520 compensable inspector hours will be required over the two-year period. Of this total, it is estimated that about 35% will involve bridge bearings, 45% will involve backfill material, and 10% will involve joint seals. The balance will be for various other items. The majority of the bearings will be located in Connecticut, Ohio, Illinois, Texas, or Washington. Backfill material will generally be sampled in the New York City area. Other items may require sampling anywhere in the continental United States and Canada.

b. Services Required - Quantity and Distribution

Quantities for various tests listed on the price proposal sheets are estimated. In addition certain tests are listed on a contingency basis and may not need to be performed. To be considered responsive, the Proposer must provide a price for each test listed. No changes in unit prices will be allowed due to a change in quantities.

c. Test Prices

The unit prices proposed for tests shall include all overhead and profit. No additional reimbursements will be made for handling of samples such as bridge bearings. Where a testing procedure calls for testing of multiple samples to obtain an average value, this shall count as one test.

NOTE: THE AGENCY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION AND DOCUMENTATION REGARDING THE SPECIFIC HOURLY RATES OFFERED BY PROPOSERS IN RESPONSE TO THIS SOLICITATION. PRE-AWARD AUDITS AND FACILITY ASSESSMENTS MAY BE CONDUCTED IF IT IS DEEMED IN THE BEST INTEREST OF THE AGENCY TO DO SO. PROPOSERS SHALL MAKE THEIR FACILITIES AVAILABLE FOR EXAMINATION BY THE AGENCY'S SELECTION COMMITTEE MEMBERS TO ASSESS THEIR CAPABILITY.

SECTION VII

B) GENERAL PROVISIONS - (APPENDIX A)

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. DEFINITIONS

1.1 As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "City" shall mean the City of New York, its departments and political subdivisions.
- B. "Comptroller" shall mean the Comptroller of the City of New York.
- C. "Department" or "Agency" shall mean the New York City Department of Transportation.
- D. "Commissioner" or "Agency Head" shall mean the Commissioner of the Department of Transportation or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.
- E. "Law" or "Laws" shall include but not be limited to the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 PROCUREMENT OF CONTRACT

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the Agency shall have the right to annul this Contract without liability, entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

2.2 CONFLICT OF INTEREST

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of the Contract no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part from the City Treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Contract or in the proceeds thereof.

2.3 FAIR PRACTICES

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this Contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this Contract and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the bid or proposal opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a bid or proposal for the purpose of restricting competition. The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY

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

ARTICLE 4. COVENANTS OF THE CONTRACTOR

4.1 EMPLOYEES

- A. All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Contract are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Contract. Nothing in the Contract shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this Contract, to any person, firm or corporation.

B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this Contract resulting from any negligent or wrongful act of omission or commission or error in judgement of any of its officers, trustees, employees, agents, servants, of independent contractors, and shall hold harmless and indemnify the City from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of the Contractor or not.

C. Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Section 220 of the Labor Law of the State of New York, all persons employed by the Contractor in the performance of this Contract shall be paid, without subsequent deduction or rebate, unless expressly authorized by law, not less than the minimum wage as prescribed by law. Any breach or violation of the foregoing shall be deemed a breach or violation of a material provision of this Agreement.

4.2 INDEPENDENT CONTRACTOR STATUS

The Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York, and that in accordance with such status as independent contractor, the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the City of New York, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City of New York, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 INSURANCE

A. Required Insurance Coverage: Before performing any work on the Contract, the Contractor shall procure and maintain for the duration of the Contract, insurance against any claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work in this Contract by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall procure the required insurance from companies licensed and authorized by the New York State Department of Insurance to do business in New York State and with a Best's rating of A-7 or better.

1. Commercial General Liability. Before performing any work on the Contract, the Contractor shall procure Comprehensive General Liability Insurance in the Contractor's name and naming the City of New York and the Department of Transportation as additional insured thereunder and endorsed to cover the liability assumed by the Contractor under the indemnity provisions of this Contract. This insurance policy shall be maintained during the term of this Contract and shall protect the City of New York, the Contractor and/or its subcontractors performing work under this Contract from claims for property damage and/or bodily injury, including death, which may arise from operations under this Contract, whether such operations are performed by the Contractor or anyone directly or indirectly employed by the Contractor. The coverage provided shall not be less than \$1,000,000 per occurrence. The coverage provided must be "occurrence" based; "claims-made" coverage will not be accepted.

2. Workers' Compensation Insurance. Before performing any work on this Contract, the Contractor and each Subcontractor shall provide Workers' Compensation Insurance in accordance with the Laws of the State of New York, and the United States Longshoremen's and Harbor Workers' Act where applicable, on behalf of all employees providing services under this Contract.

3. Employers' Liability Insurance. Before performing any work on this Contract, the Contractor shall procure Employers' Liability Insurance, in the amount of at least \$1,000,000 per accident, providing compensation for bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the Contractor.
4. Automobile Liability. Before performing any work on this Contract, the Contractor shall procure commercial auto liability insurance covering all owned, non-owned, hired and borrowed vehicles to be used in connection with this Contract. The City of New York and the Department shall be named as additional insureds. Coverage shall be in an amount of at least \$1,000,000.00.
5. Unemployment Insurance. Before performing any work on this Contract, Unemployment Insurance coverage shall be obtained and provided by the Contractor for its employees.
6. Professional Liability. Before performing any work on this Contract, the Contractor shall procure Professional Liability Insurance covering as insured the Contractor, with a limit of liability of not less than \$1,000,000. All sub-consultants to the Contractor providing professional services under this Contract shall also provide evidence of Professional Liability Insurance to the Commissioner at limits appropriate to the exposures of the sub-consultant's work, with deductibles suitable for the financial capacity of the sub-consultant and through carriers and on forms acceptable to the City.
7. The Contractor agrees to indemnify and hold harmless the City of New York and each officer, agent and employee of the City of New York against any and all claims for personal injury or wrongful death or damage to personal property arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

(B) General Requirements for Insurance Policies:

1. All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The Contractor must first obtain the written approval of the City's Risk Manager of the Mayor's Office of Operations, or its delegate, in the event it wishes to maintain any type of required insurance with a company not licensed to do business in the State of New York.
2. The Contractor shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the City is an insured under the policy.
3. All insurance policies shall include, without limitations, the following endorsements/requirements.
 - (a) Notice under the Policy to the City as Additional Insured shall be addressed to each of the following: (1) the Commissioner; (2) Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, NY 10007; and
 - (b) Notwithstanding any provision of this policy to the contrary, notice by or on behalf of the City as Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the Comptroller; however, in no event shall notice be deemed untimely so long as it is given within 180 days of the filing of the Notice of Claim; and
 - (c) Any notice, demand other writing by or on behalf of the Contractor to the Insurance Company relating to any occurrence, offense, claim or suit shall also be deemed to be a notice, demand, or other writing on behalf of the City as Additional Insured, and any response thereto on behalf of the Insurance Company shall be sent to the Contractor, to the City at New York City Law Department, Insurance Law Unit, Affirmative Litigation Division, 100 Church Street, New York, NY 10007, and to the Comptroller at Insurance Unit, NYC Comptroller's Office, 1 Centre Street, Room 1222, New York, NY; and

- (d) Notice of Cancellation of Policy: In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless sixty (60) days' prior written notice is sent to the Named Insured by Registered Mail and also sent to the Commissioner and to the Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior consent of the said Commissioner; and
 - (e) It is agreed that the Insurance Company, in the event of any payment under these policies, will waive its rights of recovery, if any, against the City; and
 - (f) The Insurance required for this contract must be on forms acceptable to the City and offered by Insurers acceptable to the New York State Insurance Department; and
 - (g) Where circumstances warrant, the Commissioner may, at his discretion and subject to acceptance by the Law Department and/or the Office of the Comptroller, accept letters of credit or custodial accounts in lieu of specific insurance requirements; and
 - (h) The Contractor shall be solely responsible for payment of all premiums for Insurance requirements, and shall be solely responsible for the payment of all deductibles to which such policies are subject whether or not the City of New York is an insured under the policy; and
 - (i) Claims-made policies will only be accepted for professional liability and such other risks as are authorized by the New York State Insurance Department. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year; and
 - (j) The policies shall contain no exclusions or endorsements which are not acceptable to the City; and
 - (k) Should the policies providing for any of the Insurance coverage required by the Contract expire during the Contract term, certificates confirming renewal of such insurance coverage shall be presented the Commissioner not less than thirty (30) days prior to the expiration date of coverage. In addition, a copy of the actual renewal policy, with all endorsements, shall be provided to the Commissioner no later than thirty (30) days after the expiration of the policy previously provided to the Commissioner. Failure to provide any renewal policy shall be ground to suspend payments to the Contractor; and
 - (l) Submission of Insurance Certificates and Policies. For all insurance coverage required under the Contract, two (2) certificates of such insurance shall be furnished to the Commissioner not later than twenty (20) days after receipt of the Notice of Award, unless otherwise directed by the Commissioner. In addition, with respect to all insurance coverage required by the contract, with the exception of Workers' Compensation and Employer's Liability Insurance, two (2) executed copies of the insurance POLICIES shall be provided to the Commissioner as soon as is practicable, but in not event later than thirty (30) days after the commencement of work. No Contract payments will be accepted for processing until such policies are received and approved, and failure to provide the required policies shall be ground for declaring the Contractor in default.
- C. Materiality/Non-Waiver: The Contractor's failure to secure policy(ies) in complete conformity with this article, or to give the Insurance Company timely notice of an occurrence, offense, claim or suit on behalf of the City, shall constitute a material breach of this Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

4.4 PROTECTION OF CITY PROPERTY

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

4.5 CONFIDENTIALITY

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

4.6 BOOKS AND RECORDS

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

4.7 RETENTION OF RECORDS

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

4.8 COMPLIANCE WITH LAW

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

4.9 INVESTIGATION CLAUSE

- A. The parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation, to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

- B. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York or;
- C. If any person refused to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is an interested party in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation with the City, then;
- D. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- E. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (G) below without the City incurring any penalty or damages for delay or otherwise.
- F. The penalties which may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:
1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
 2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
- G. The Commissioner or Agency Head shall consider and address, in reaching his or her determination and in assessing an appropriate penalty, the factors listed in paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraph (3) and (4) below in addition to any other information which may be relevant and appropriate:
1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
 2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
 4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (F) above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in (D) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
- H.
1. The term “license” or “permit” as read herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 2. The term “person” as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal, or employee.
 3. The term “entity” as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, or permits from or through the City or otherwise transacts business with the City.
 4. The term “member” as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- I.
- In addition to and notwithstanding any other provision of this Contract the Commissioner or Agency Head may in his or her sole discretion terminate this Contract upon not less than three (3) days’ written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

4.10 ASSIGNMENT

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

4.11 SUBCONTRACTING

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Contract without the prior written approval of the Department. Two copies of each such proposed subcontract shall be submitted to the Department with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:
 - 1. That the work performed by the subcontractor must be in accordance with the terms of the Contract between the Department and the Contractor.
 - 2. That nothing contained in such Contract shall impair the rights of the Department.
 - 3. That nothing contained herein, or under the Contract between the Department and the Contractor, shall create any contractual relation between the Subcontractor and the Department, and
 - 4. That the Subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Contract between the Department and the Contractor.
- B. The Contractor agrees that it is fully responsible to the Department for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.
- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

4.12 PUBLICITY

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

4.13 PARTICIPATION IN AN INTERNATIONAL BOYCOTT

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

4.14 INVENTIONS, PATENTS AND COPYRIGHTS

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

4.15 INFRINGEMENTS

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

4.16 ANTI-TRUST

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

ARTICLE 5. TERMINATION

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

- C. The Contractor shall be entitled to apply to the Department to have this Contract terminated by said Department by reason of any failure in the performance of this Contract (including any failure by the Contractor to make progress in the execution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; or any other case beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the Department which agrees to exercise reasonable judgment therein. If such a determination is made and the Contract terminated by the Department pursuant to such application by the Contractor, such termination shall be deemed to be without cause.
- D. Upon termination of this Contract the Contractor shall comply with the Department or City close-out procedure, including but not limited to:
1. Accounting for and refunding to the Department or City within thirty (30) days, any unexpended funds which have been paid to the Contractor pursuant to this Contract.
 2. Furnishing within thirty (30) days an inventory to the Department or City of all equipment, appurtenances and property purchased through or provided under this Contract carrying out any Department or City directive concerning the disposition thereof.
 3. Not incurring or paying any further obligation pursuant to this Contract beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after such date shall be paid by the Department or City in accordance with the terms of this Contract. In no event shall the "obligation", as used herein, be construed as including any lease agreement, oral or written, entered into between the Contractor and its landlord.
 4. Turn over to the Department or City or its designees all books, records, documents and material specifically relating to the Contract.
 5. Submit, within ninety (90) days, a final statement and report relating to the Contract. The report shall be made by a certified public accountant or a licensed public accountant.
- E. In the event the Department or City shall terminate this Contract, in whole or in part, as provided in paragraphs 1, 2, 3, or 4 of subsection A of this section, the Department or City may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Contract to the extent not terminated hereby.
- F. Notwithstanding any other provisions of this Contract, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of Contractor's breach of the Contract, and the City may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.
- G. The provisions of the Contract regarding confidentiality of information shall remain in full force and effect following any termination.
- H. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Contract.

ARTICLE 6. MISCELLANEOUS

6.1 CONFLICT OF LAWS

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

6.2 GENERAL RELEASE

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

6.3 CLAIMS AND ACTIONS THEREON

- A. Any claim, which is not subject to the Dispute Resolution provisions of the PBB Rules, against the City for damages for breach of contract shall not be made or asserted in any action or proceeding at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as hereinbefore provided.
- B. No action or proceeding shall be instituted or maintained on any such claims unless such action or proceeding be commenced within six (6) months after the date the Commissioner issues a Certificate of Substantial Completion except that:
 - 1. Any claims arising out of events occurring after the date the Commissioner issues a Certificate of Substantial Completion and before Final Acceptance of the work shall be asserted within six (6) months of Final Acceptance of the work;
 - 2. Any claims for monies deducted, retained or withheld under the provisions of this Contract shall be asserted within six (6) months after the date when such monies become due and payable hereunder; and
 - 3. If the Commissioner exercises his/her right to terminate the Contract Pursuant to Article 5, any such action shall be commenced within six (6) months of the date of filing in the Office of the Comptroller of the City of the Certificate for Final Payment hereunder.
- C. In the event any claim is made or any action brought in any way relating to the Contract herein, the Contractor shall diligently render to the Department and/or the City of New York, without additional compensation, any and all assistance which the Department and/or the City of New York may require of the Contractor.
- D. The contractor shall report to the Department in writing within three (3) working days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Contract.

6.4 NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

6.5 WAIVER

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

6.6 NOTICE

The Contractor and the Department hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by Certified Mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice of process in the institution of an action or proceeding as provided by law, including the Civil Practice Law and Rules.

6.7 ALL LEGAL PROVISIONS DEEMED INCLUDED

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

6.8 SEVERABILITY

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

6.9 POLITICAL ACTIVITY

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

6.10 MODIFICATION

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

6.11 PARAGRAPH HEADINGS

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

6.12 NO REMOVAL OF RECORDS FROM PREMISES

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

6.13 INSPECTION AT SITE

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

6.14 MERGER

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

6.15 CONDITIONS PRECEDENT

This contract shall neither be binding nor effective unless:

- A. Approved by the Mayor pursuant to the provisions of Executive Order No. 42 dated October 9, 1975, in the event the Executive Order requires such approval; and
- B. Certified by the Mayor (Mayor's Fiscal Committee created pursuant Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and
- C. Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the Act require such approval.
- D. It has been authorized by the Mayor and the Comptroller shall have endorsed his or her certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out this Contract.

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

6.16 PPB RULES

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

6.17 STATE LABOR LAW AND CITY ADMINISTRATIVE CODE

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

- B. As required by New York City Administrative Code § 6-108
1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.
 2. It shall be unlawful for any person or any servant, agent or employee of any person, described in subdivision (a) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.
 3. Disobedience of the foregoing provisions shall be deemed a violation of a material provision of the Contract.
 4. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty days, or both.

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

- A. This Contract shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.
- B. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this Contract and intent, the Contractor agrees:
1. If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing;
 2. With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.
 3. With respect to any action between the City and the Contractor in Federal Court located in New York City, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.
 4. If the Contractor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York, or if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

6.19 E.O. 50 APPENDIX A RIDER

- A. This Contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O. 50") and the Rules and Regulations promulgated have been complied with in their entirety. By signing this Contract, the Contractor, agrees that it:
- (1) Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
 - (2) Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;
 - (3) Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;
 - (4) Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and
 - (5) Will furnish all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50 rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- B. The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the Contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:
- (i) disapproval of the Contractor;
 - (ii) suspension or termination of the Contract;
 - (iii) declaring the Contractor in default;
 - (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.
- C. The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be non-responsible.
- D. The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.
- E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

6.20 NOISE CONTROL CODE PROVISIONS

- A. The Contractor agrees to comply with the provisions of Section 24-216, Noise Abatement Contract Compliance, of Chapter 2 of Title 24 of the Administrative Code of the City of New York which stipulates the following:
1. Devices and activities which will be operated, conducted, constructed or manufactured pursuant to this Contract and which are subject to the provisions of the New York City Noise Control Code shall be operated, conducted, constructed or manufactured without causing a violation of the Code.
 2. Such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the Department of Environmental Protection. Regulations promulgated pursuant to Section 24-216 after the proposal received for this Contract shall not alter its terms, conditions and specifications.

6.21 LIQUIDATED DAMAGES

- A. In case the Contractor shall substantially fail to complete the work within the times fixed in the General Provisions of this Contract or within the times to which such completion may have been extended by agreement, the Contractor must pay to the City the sum of one hundred (\$100) dollars for each and every calendar day that the time consumed in completing the work exceeds the time allowed, provided, however, that the delay in completing the work is within the control of the Contractor and is caused solely by the Contractor's acts or failures to act. Delays beyond the control of the Contractor shall include, but not be limited to, those caused by the following:
1. On the part of the City, its agencies, employees and representative acts or failures to act, to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
 2. On the part of private utilities and agencies, acts or failure to act to provide necessary information, prompt reviews, expeditious decisions and other matters essential to the progress of the project.
 3. Unavoidable casualties, including Acts of God.
 4. The enforcement of laws and regulation by the City, the State of New York and/or Federal Government enacted subsequent to the date of this Contract.
- B. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in the completion of the work hereunder, the sum of one hundred (\$100) dollars is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such delay, and not as a penalty.
- C. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification or the Contractor's obligation to indemnify the City, or any other remedy provided for by contract or by law.
- D. The Comptroller will deduct and retain out of the monies which may be due hereunder, the amount of any such liquidated damages; and in case the amount which may be due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the Comptroller.

6.22 COPIES OF REPORTS

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

6.23 CONTRACTOR'S PERFORMANCE EVALUATION

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

6.24 CONTRACT CHANGES

- A. Changes may be made to this Contract only as duly authorized by the Agency Chief Contracting Officer or the Agency Chief Contracting Officer's designee. Contractors deviating from the requirements of an original purchase order or Contract without a duly approved change order, do so at their own risk. All such changes, modifications and amendments will become part of the original Contract.
- B. Contract changes will be made only for work necessary to complete the work included in the original scope of the Contract, and for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of the work.
- C. Changes may include any one or more of the following:
 - 1. Specification changes to account for design errors or omissions;
 - 2. Changes in Contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original Contract amount or \$100,000 shall be approved by the City Chief Procurement Officer (CCPO) (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts);
 - 3. Extensions of a Contract term for good and sufficient cause for a cumulative period not to exceed one (1) year from the date of expiration of the current Contract. Requirements contracts shall be subject to this limitation;
 - 4. Changes in delivery location;
 - 5. Changes in shipment method; and
 - 6. Any other changes not inconsistent with the PPB Rules.
- D. Any Contractor may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the Contract work is necessarily delayed by a change order, the Contractor may be entitled to an extension to time of performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

6.25 RESOLUTION OF DISPUTES

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

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

2. **Agency Head Inquiry.** The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the Engineer, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Contract, and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the Contractor initiating the dispute.
3. **Agency Head Determination.** Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the Engineer, together with a statement concerning how the decision may be appealed.
4. **Finality of Agency Head Decision.** The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.
- E. **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.
1. **Time, Form, and Content of Notice.** Within thirty (30) days of its receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the written decision of the Agency Head, and; (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
2. **Agency Response.** Within thirty (30) days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head except at the request of the Comptroller.
3. **Comptroller Investigation.** The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in E (1) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Contract between the parties.
- F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:
1. The chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;
 2. The City Chief Procurement Officer ("CCPO") or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and
 3. A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons companies, or organizations having disputes with the City.
- G. Petition to Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the Contractor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.
1. Form and Content of Petition by Contractor. The Contractor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the written decision of the Comptroller, if any, and (v) copies of all correspondence with, and written material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four (4) complete sets of the Petition: one (1) to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three (3) to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.
 2. Agency Response. Within thirty (30) days of its receipt of the Petition, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three (3) complete copies of the Agency response shall be submitted to the CDRB at OATH's Offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by the submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by the submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, at its discretion, may seek such technical or other expert advice from any party as it shall deem appropriate and any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
 4. Contract Dispute Resolution Board Determination. Within Forty-five (45) days of the conclusion of all written submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the Contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.
 5. Notification of Contract Dispute Resolution Board Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and in the case of construction or construction-related services, the Engineer. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.
 6. Finality of Contract Dispute Resolution Board Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four (4) months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York, pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with the PPB Rules.
- H. Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

6.26 EXTENSION OF TIME FOR PERFORMANCE CONSTRUCTION AND CONSTRUCTION RELATED ONLY

- A. If performance by the Contractor is delayed for a reason set forth in the Contract, the Contractor may be allowed a reasonable extension of time in conformance with this Section and with the Rules of the Procurement Policy Board.
- B. Any extension of time may be granted only by the Agency Chief Contracting Officer or by the Board for the Extension of Time (as set forth below) upon written application by the Contractor.

C. Grounds for Extension – If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work caused solely: (i) by the acts or omissions of the City, its officers, agents or employees; or (ii) by the actions or omissions of other contractors on this project; or (iii) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor). The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the Commissioner or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all the requirements of Article 9, 10, and 11 of Chapter III, "Time Provisions", of the City of New York Standard Construction Contract, effective October 2000, as amended.

D. Extension for Concurrent Causes of Delay – The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the ACCO or the Board for Contract Time Extension irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his/her Subcontractors or materialmen, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

1. The determination made by the ACCO or the Board on an application for an extension of time shall be binding and conclusive on the Contractor.
2. The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the ACCO or the Board. In the absence of special circumstances, applications for extensions of time not exceeding sixty (60) days in the aggregate will be acted upon by the Department within (30) days after request therefor.
3. Permitting the Contractor to continue with the work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operated as a waiver on the part of the City or any of its rights under this contract.

E. Application for Extension of Time

1. Before the Contractor's time extension request may be approved, the Contractor must, within five (5) days after commencement of the condition which allegedly has caused or is causing the delay, submit a written application to the ACCO identifying:
 - (a) the Contractor; the Contract registration number; and project description;
 - (b) liquidated damage assessment rate, as specified in the Contract;
 - (c) original bid amount;
 - (d) the original Contract start date and completion date;
 - (e) any previous time extensions granted (number and duration); and
 - (f) the extension of time requested.
2. In addition, the application for extension of time shall set forth in detail:
 - (a) the nature of each alleged cause of delay in completing the work;
 - (b) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;

- (c) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for substantial and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and
- (d) a statement indicating the Contractor's understanding that the time extension is granted only for the purpose of permitting continuation of Contract performance and payment for work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

F. Analysis and Approval of Time Extensions

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

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

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

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

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

6.28 NO DAMAGE FOR DELAY

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

6.29 PROMPT PAYMENT

- A. The Prompt Payment provisions set forth in the Procurement Policy Board Rules in effect at the time of this solicitation will be applicable to payments made under this Contract. The provisions require the payment to Contractors of interest on payments made after the required payment date except as set forth in the Prompt Payment section of the Rules.
- B. The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
- C. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment section of the Procurement Policy Board Rules and General Municipal Law Section 3-a.
- D. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).
- E. The Contractor shall pay each Subcontractor (including a Materials Supplier) not later than seven (7) days after receipt of payment out of amounts paid to the Contractor by the City for work performed by the Subcontractor or Supplier under this Contract.
- F. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its lower-tier Subcontractors or Suppliers for work performed under this Contract in the same manner and within the same time period set forth above.

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

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

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

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

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

PART A

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

PART B

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

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
 - (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

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

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

(NO FURTHER TEXT ON THIS PAGE)

SECTION VII

C) PROCEDURAL FORMS PACKET

CONTENTS

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

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

FORM 1P

PROPOSAL COVER LETTER

Request for Proposals for Material Testing and Sampling in the United States and Canada
Contract No. HBCD004 PIN 84106MBBR087

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____ **Fax #:** _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

FORM 2P

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: _____

PIN: _____

COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

PART I:

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

Addendum # 1 Dated _____

Addendum # 2 Dated _____

Addendum # 3 Dated _____

Addendum # 4 Dated _____

Addendum # 5 Dated _____

Addendum # 6 Dated _____

Addendum # 7 Dated _____

Addendum # 8 Dated _____

Addendum # 9 Dated _____

Addendum # 10 Dated _____

PART II:

_____ No addendum was received in connection with this RFP.

Proposer (Print) _____

Signature _____

Date: _____

FORM 3P

AFFIRMATION FORM

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

Except _____

Full Name of Proposer or Bidder

Address

City

State

Zip Code

Check below and include appropriate number:

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

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

____ Corporation
Employer Identification Number ___ - ___ - ___ - ___ - ___

If a corporation, place seal here:

by Signature _____

Print Name _____

Title _____

Must be signed by an officer or duly authorized representative.

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

SECTION VII

D) PROPOSAL FORMS PACKET

CONTENTS

1. FORM 1T - QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)
2. FORM 2T - PROPOSED STAFF (RESUMES)
3. FORM 3T - STAFF EXPERIENCE
4. FORM 4T - JOB TITLES AND HOURS PROPOSED
5. FORM 5T - OVERALL APPROACH
6. FORM 6T - NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS)
7. FORM 254 - STANDARD FORM
8. FORM 255 - STANDARD FORM

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

FORM IT

QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES

OTHER/ _____

DESCRIBE

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

FORM 2T

PROPOSED STAFF (RESUMES)

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

PROPOSED STAFF:

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

FORM 3T

STAFF EXPERIENCE

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

DESCRIBE STAFF EXPERIENCE:

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

FORM 4T – PROPOSED STAFFING

PROJECT NAME: Material Testing and Sampling in the United States and Canada
PIN: 84106MBBR087

PRIME CONSULTANT: _____

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES OTHER/_____

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

DO NOT INCLUDE SALARIES ON THIS FORM

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

FORM 5T

OVERALL APPROACH

PIN: _____

PROJECT NAME: _____

CONTRACT NO.: _____

CONSULTANT: _____

OVERALL APPROACH TO PROJECT:

(Staffing Sheet)

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

**FORM - 6T
NYCDOT CURRENT WORKLOAD DISCLOSURE**

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

PIN: _____ FIRM NAME: _____
 CONTRACT NO: _____ CONTACT PERSON: _____
 PROJECT NAME: _____ PHONE NUMBER: _____
 BIN: _____ ADDRESS OF OFFICE(S) TO PERFORM WORK _____
 DATE OF RFP: _____
 IS YOUR FIRM A: DBE ? (YES/NO) _____
 (circle as appropriate)

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

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

II. Expected billings for next 18 months:

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

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

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

TOTAL (A+B+C) \$ _____

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

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

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

_____	%	_____	\$ _____
_____	%	_____	\$ _____

CERTIFICATION

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

DATE SIGNATURE (OFFICER OR PARTNER)

FORM - 6T
Remaining work

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

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

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

Total Firmwide Design Workload \$ _____

Assigned Office(s) Design Workload \$ _____

Construction Division (includes only Resident Engineering Inspection)				

Total Firmwide REI Workload \$ _____

Assigned Office(s) REI Workload \$ _____

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

Total Firmwide Miscellaneous Workload \$ _____

Assigned Office(s) Miscellaneous Workload \$ _____

Total Firmwide Overall
Workload with NYC-DOT \$ _____

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

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

SECTION VII

E) COST PROPOSAL FORMS PACKET

CONTENTS

- | | | | |
|----|------------|---|--|
| 1. | FORM 4T1 | - | LABOR COST PROPOSAL |
| 2. | FORM 4T2 | - | COST PROPOSAL SUMMARY |
| 3. | FORM 4T3 | - | PERFORMANCE OUTCOME MEASURES
AND RELATED FINANCIAL INCENTIVE
AND/OR DISINCENTIVE |
| 4. | PAGES 1-27 | | PRICE PROPOSAL SUMMARY |

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

FORM 4T1 – LABOR COST PROPOSAL

PROJECT NAME: MATERIAL TESTING AND SAMPLING,
IN THE UNITED STATES AND CANADA

PIN NO.: 84106MBBR087

PRIME CONSULTANT: _____

CONTRACT NO.: HBCD004

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

OTHER/ In-Process Inspection for Quality Assurance

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>HOURS THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY</u> <u>RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST</u> <u>COL 3 X COL 4</u>
1.	<u>Inspectors</u>	<u>14,200</u>	_____	_____	_____
2.	<u>Senior Inspectors</u>	<u>33,160</u>	_____	_____	_____
3.	<u>Chief Inspector/ Project Manager</u>	<u>4,160</u>	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	<u>51,520</u>	_____	_____	<u>(T)</u>
	MULTIPLIER FOR OVERHEAD		<u>(A)</u>		<u>(A)</u>
	MULTIPLIER FOR PROFIT		<u>(B)</u>		<u>(B)</u>
	TOTAL MULTIPLIER		<u>(1+A)X(1+B)</u>		<u>(M)</u>
	TOTAL LABOR COST		<u>(LINE T X LINE M)</u>		<u>(C)</u>
	TOTAL LABOR ESCALATED TO PROJECT MIDPOINT (C X PROPOSED ESCALATION FACTOR)		PROPOSED ESCALATION FACTOR		<u>(D)</u>
			MAXIMUM ESCALATION FACTOR = 1.05		

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form".
- For Column (4), bid average salary rates for each firm for each job title at regional offices. Attach a list of current actual average salary rates for each firm for each job title at each regional office for verification by the Department.
- The labor costs to be included in Column (5) are obtained by multiplying the hours in Column (3) by the average hourly rate in Column (4).
- The firm shall establish a multiplier in its "Request for Proposal" submission and shall be accepted by the Department, subject to review and audit provisions contained in the Contract. In no event shall the said multiplier be increased. Provide NYSDOT audit report or an approved equal audit report from other state authorities for review by the Department.
- The proposed escalation factor used to calculate "D" should not exceed the maximum escalation factor indicated in the shaded area. Greater consideration will be given to proposers that propose more competitive prices.

FORM 4T2 – COST PROPOSAL SUMMARY

PROJECT NAME: **MATERIAL TESTING AND SAMPLING,
IN THE UNITED STATES AND CANADA**

PIN NO.: 84106MBBR087

PRIME CONSULTANT: _____

CONTRACT NO.: **HBCD004**

<u>(COLUMN 1)</u>	<u>(COLUMN 2)</u>	<u>(COLUMN 3)</u>	<u>(COLUMN 4)</u>	<u>(COLUMN 5)</u>
<u>CONSULTANT</u>	<u>HOURS ALL FIRMS</u>	<u>ESCALATED LABOR COST TO PROJECT MIDPOINT</u>	<u>DIRECT NON-SALARY COST</u>	<u>TOTAL COST</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____
<u>TOTALS</u>			<u>\$250,000.00</u>	<u>(T)</u>

INSTRUCTIONS:

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

FORM 4T3

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

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

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

STANDARD
FORM (SF)
254

**Architect-Engineer
and Related Services
Questionnaire**

Form Approved
OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

Purpose:

The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

Definitions:

"**Architect-Engineer Services**" are defined in Part 36 of the Federal Acquisition Regulation.

"**Parent Company**" is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.

"**Principals**" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"**Discipline**" as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"**Joint Venture**" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

"**Consultant**," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

"**Prime**" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

"**Branch Office**" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

Instructions of Filing (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
 - 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
 - 5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
 - 7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
8. Show total number of employees, by discipline, in submitting office. (*If form is being submitted by main or headquarters office, form should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.

STANDARD
FORM (SF)
254

**Architect-Engineer
and Related Services
Questionnaire**

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

Ranges of Professional Services Fees

INDEX	INDEX
1. Less than \$100,000	5. \$1 million to \$2 million
2. \$100,000 to \$250,000	6. \$2 million to \$5 million
3. \$250,000 to \$500,000	7. \$5 million to \$10 million
4. \$500,000 to \$1 million	8. \$10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) "Experience Profile Code" numbers from the listing (next page) which most accurately reflect submitting firm's demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has on or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the "Experience Profile Code" numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be part of an auditorium or educational facility.) Firms which select less than thirty "profile codes" may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was "P," the prime professional, or "C," a consultant, or "JV," part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol "IE" to indicate "Individual Experience" as opposed to firm experience); (b) provide name and location of the specific project which typifies firm's (or individual's) performance under that code category; (c) give name and address of the owner

of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm's work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employ of others. In so doing, notation of this fact should be made on the form. In question 9, write in "N/A" to indicate "not applicable" for those years prior to firm's organization.

Experience Profile Code Numbers
for use with questions 10 and 11

001	Acoustics, Noise Abatement	041	Graphic Design	085	Product, Machine & Equipment Design
002	Aerial photogrammetry	042	Harbors; Jetties; Piers, Ship Terminal Facilities	086	Radar; Sonar; Radio & Radar Telescopes
003	Agricultural Development; Grain Storage; Farm Mechanization	043	Heating; Ventilating; Air Conditioning	087	Railroad; Rapid Transit
004	Air Pollution Control	044	Health Systems Planning	088	Recreation Facilities (<i>Parks, Marinas, Etc.</i>)
005	Airports; Navais; Airport Lighting; Aircraft Fueling	045	Highrise; Air-Rights-Type Buildings	089	Rehabilitation (<i>Buildings; Structures; Facilities</i>)
006	Airports; Terminals & Hangars; Freight Handling	046	Highways; Streets; Airfield Paving Parking Lots	090	Resource Recover; Recycling
007	Arctic Facilities	047	Historical Preservation	091	Radio Frequency Systems &Shieldings
008	Auditoriums & Theatres	048	Hospital & Medical Facilities	092	Rivers; Canals; Waterways; Flood Control
009	Automation; Controls; Instrumentation	049	Hotels; Models	093	Safety Engineering; Accident Studies; OSHA Studies
010	Barracks; Dormitories	050	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)	094	Security Systems; Intruder & Smoke Detection
011	Bridges	051	Hydraulics & Pneumatics	095	Seismic Designs & Studies
012	Cemeteries (<i>Planning & Relocation</i>)	052	Industrial Buildings; Manufacturing Plants	096	Sewage Collection, Treatment and Disposal
013	Chemical Processing & Storage	053	Industrial Processes; Quality Control	097	Soils & Geologic Studies; Foundations
014	Churches; Chapels	054	Industrial Waste Treatment	098	Solar Energy Utilization
015	Codes; Standards; Ordinances	055	Interior Design; Space Planning	099	Solid Wastes; Incineration; Land Fill
016	Cold Storage; Refrigeration; Fast Freeze	056	Irrigation; Drainage	100	Special Environments; Clean Rooms, Etc.
017	Commercial Building (<i>low rise</i>): Shopping Centers	057	Judicial and Courtroom facilities	101	Structural Design; Special Structures
018	Communication Systems; TV: Microwave	058	Laboratories; Medical Research Facilities	102	Surveying; Platting; Mapping; Flood Plain Studies
019	Computer Facilities; Computer Service	059	Landscape Architecture	103	Swimming Pools
020	Conservation and Resource Management	060	Libraries; Museums; Galleries	104	Storm Water Handling & Facilities
021	Construction Management	061	Lighting (<i>Interiors; Display; Theatre, Etc.</i>)	105	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
022	Corrosion Control; Cathodic Protection; Electrolysis	062	Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)	106	Testing Inspection Services
023	Cost Estimating	063	Materials handling Systems; Conveyors; Sorters	107	Traffic & Transportation Engineering
024	Dams (<i>Concrete:Arch</i>)	064	Metallurgy	108	Towers (<i>Self-Supporting & Guyed Systems</i>)
025	Dams (<i>Earth; Rock</i>): Dikes; Levees	065	Microclimatology; Tropical Engineering	109	Tunnels & Subways
026	Desalinization (<i>Process & Facilities</i>)	066	Military Design Standards	110	Urban Renewals; Community Development
027	Dining Halls; Clubs; Restaurants	067	Mining & Mineralogy	111	Utilities (<i>Gas & Steam</i>)
028	Ecological & Archeological Investigations	068	Missile Facilities (<i>Silos; Fuels; Transport</i>)	112	Value Analysis; Life-Cycle Costing
029	Educational Facilities; Classrooms	069	Modular Systems Design; Pre-Fabricated Structures or Components	113	Warehouses & Depots
030	Electronics	070	Naval Architecture; Off-Shore Platforms	114	Water Resources; Hydrology; Ground Water
031	Elevators; Escalators; People-Movers	071	Nuclear Facilities; Nuclear Shielding	115	Water Supply; Treatment and Distribution
032	Energy Conservation; New Energy Sources	072	Office Building; Industrial Parks	116	Wind Tunnels; Research/Testing Facilities Design
033	Environmental Impact Studies, Assessments or Statements	073	Oceanographic Engineering	117	Zoning; Land Use Studies
034	Fallout Shelters; Blast-Resistant Design	074	Ordnance; Munitions; Special Weapons	201	_____
035	Field Houses; Gyms; Stadiums	075	Petroleum Exploration; Refining	202	_____
036	Fire Protection	076	Petroleum and Fuel (<i>Storage and Distribution</i>)	203	_____
037	Fisheries; Fish Ladders	077	Pipelines (<i>Cross-Country - Liquid & Gas</i>)	204	_____
038	Forestry & Forest Products	078	Planning (<i>Community, Regional Areawide and State</i>)	205	_____
039	Garages: Vehicle Maintenance Facilities Parking Decks	079	Planning (<i>Site, Installation, and Project</i>)		
040	Gas Systems (<i>Propane; Natural, Etc.</i>)	080	Plumbing & Piping Design		
		081	Pneumatic Structures, Air-Support Buildings		
		082	Postal Facilities		
		083	Power Generation, Transmission. Distribution		
		084	Prisons & Correctional Facilities		

STANDARD FORM (SF) 254 Architect-Engineer and Related Services Questionnaire	1. Firm Name/Business Address:				2. Year Present Firm Established	3. Date Prepared:
	4. Specify type of ownership and check below, if applicable.					
	<input type="checkbox"/> A. Small Business					
	<input type="checkbox"/> B. Small Disadvantaged Business					
1a. Submittal is for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office						
5. Name of Parent Company, if any:			5a. Former Parent Company Name(s), if any, and Year(s) Established:			
6. Names of not more than Two Principals to Contact: Title/Telephone 1) 2)						
7. Present Offices: City / State / Telephone / No. Personnel Each Office				7a. Total Personnel _____		
8. Personnel by Discipline: (List each person only once, by primary function.)						
<input type="checkbox"/> Administrative	<input type="checkbox"/> Electrical Engineers	<input type="checkbox"/> Oceanographers	_____	_____	_____	_____
<input type="checkbox"/> Architects	<input type="checkbox"/> Estimators	<input type="checkbox"/> Planners: Urban/Regional	_____	_____	_____	_____
<input type="checkbox"/> Chemical Engineers	<input type="checkbox"/> Geologist	<input type="checkbox"/> Sanitary Engineers	_____	_____	_____	_____
<input type="checkbox"/> Civil Engineers	<input type="checkbox"/> Hydrologists	<input type="checkbox"/> Soils Engineers	_____	_____	_____	_____
<input type="checkbox"/> Construction Inspectors	<input type="checkbox"/> Interior Designers	<input type="checkbox"/> Specification Writers	_____	_____	_____	_____
<input type="checkbox"/> Draftsmen	<input type="checkbox"/> Landscape Architects	<input type="checkbox"/> Structural Engineers	_____	_____	_____	_____
<input type="checkbox"/> Ecologists	<input type="checkbox"/> Mechanical Engineers	<input type="checkbox"/> Surveyors	_____	_____	_____	_____
<input type="checkbox"/> Economists	<input type="checkbox"/> Mining Engineers	<input type="checkbox"/> Transportation Engineers	_____	_____	_____	_____
9. Summary of Professional Services Fees Received: (Insert index number)			Last 5 Years (most recent year first)			Ranges of Professional Services Fees INDEX
			19	19	19	1. Less than \$100,000
Direct Federal contract work, including overseas			_____	_____	_____	2. \$100,000 to \$250,000
All other domestic work			_____	_____	_____	3. \$250,000 to 500,000
All other foreign work*			_____	_____	_____	4. \$500,000 to \$1 million
*Firms interested in foreign work, but without such experience, check here: <input type="checkbox"/>						5. \$1 million to \$2 million
						6. \$2 million to \$5 million
						7. \$5 million to \$10 million
						8. \$10 million or greater

Profile of Firm's Project Experience, Last 5 Years

Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1)			11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project examples, Last 5 Years

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual)
		1			
		2			
		3			
		4			
		5			
		6			
		7			

		8			
		9			
		10			
		11			
		12			
		13			
		14			
		15			
		16			
		17			
		18			
		19			

		20			
		21			
		22			
		23			
		24			
		25			
		26			
		27			
		28			
		29			
		30			

12. The foregoing is a statement of facts

Date:

_____ Typed Name and Title: _____

Architect-Engineer and Related Services Questionnaire for Specific Project

Form Approved
OMB No. 9000-0005

Public reporting burden for this collection of information is estimated to average 1.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretarial (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0005), Washington, D.C. 20503.

Purpose:

This form is a supplement to the "Architect-Engineer and Related Services Questionnaire" (SF 254). Its purpose is to provide additional information regarding the qualifications of interested firms to undertake a specific Federal A-E project. Firms, or branch offices of firms, submitting this form should enclose (or already have on file with the appropriate office of the agency) a current (within the past year) and accurate copy of the SF 254 for that office.

The procurement official responsible for each proposed project may request submission of the SF 255 "Architect-Engineer and Related Services Questionnaire for Specific Project" in accord with applicable civilian and military procurement regulations and shall evaluate such submissions, as well as related information contained on the Standard Form 254, and any other performance data on file with the agency, and shall select firms for subsequent discussions leading to contract award in conformance with Public Law 92-582. This form should only be filed by an architect-engineer or related services firm when requested to do so by the agency or by a public announcements. Responses should be as complete and accurate as possible, contain data relative to the specific project for which you wish to be considered, and should be provided, by the required due date, to the office specified in the request or public announcement.

This form will be used only for the specified project. Do not refer to this submittal in response to other requests or public announcements.

Definitions:

"**Architect-Engineer Services**" are defined in Part 36 of the Federal Acquisition Regulation.

"**Principals**" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"**Discipline**," as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"**Joint Venture**" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

"**Key Persons, Specialists, and Individual Consultants**," as used in this questionnaire, refer to individuals who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Give name and location of the project for which this form is being submitted.
2. Provide appropriated data from the Commerce Business Daily (CBD) identifying the particular project for which this form is being filed.
 - 2a. Give the date of the Commerce Business Daily in which the project announcement appeared, or indicate "not applicable" (N/A) if the source of the announcement is other than the CBD.
 - 2b. Indicate Agency identification or contract number as provided in the CBD announcement
3. Show name and address of the individual or firm (or joint venture) which is submitting this form for the project.
 - 3a. List the name, title, and telephone number of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
 - 3b. Give the address of the specific office which will have responsibility for performing the announced work.
4. Insert the number of consultant personnel by discipline proposed for subject project on line (A). Insert the number of in-house personnel by discipline proposed for subject project on line (B). While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.
5. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations excepted to be included as part of the joint venture and describe their particular areas of anticipated responsibility (ie., technical disciplines, administration, financial, sociological, environment, etc.).
 - 5a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.Each firm participating in the joint venture should have a Standard Form 254 on file with the contracting office receiving this form. Firms which do not have such forms on file should provide same immediately along with a notation at the top of page 1 of the form regarding their association with this joint venture submittal.

Architect-Engineer and Related Services Questionnaire for Specific Project

Standard Form 255
General Services Administration
Washington, D.C. 20405

6. If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, he should provide names and addresses of all such individuals or firms, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than eight outside consultants or associates are anticipated, attach an additional sheet containing requested information.

7. Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D.'s, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an architect, engineer, surveyor, etc., show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and (g) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, relevant foreign language capabilities, etc. Please limit synopsis of experience to directly relevant information.

8. List up to ten projects which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) brief description of type and extent of services provided for each project (submissions by joint ventures should indicate which member of the joint venture was the prime on that particular project and what role it played), (c) name and address of the owner of that project (if Government agency, indicate responsible office), and name and phone number of individual to contact for reference (preferably the project manager), (d) completion date (actual when available, otherwise estimated), (e) total construction cost of completed project (or where no construction was involved, the approximate cost of your work) and that portion of the cost of the project for which the named firm was/is responsible.

9. List only those projects which the A-E firm or joint venture, or members of the joint venture, are currently performing under direct contract with an agency or department of the Federal Government. Exclude any grant or loan projects being financed by the Federal Government but being performed under contract to other non-Federal Government entities. Information provided under each heading is similar to that requested in the preceding Item 8, except for (d) "Percent Complete." Indicate in this item the percentage of A-E work completed upon filing this form.

10. Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.

11. Completed forms should be signed by the chief executive officer of the joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect-engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.

6. If respondent is not a joint-venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With this Firm _____ With Other Firms _____	d. Years experience: With this Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With this Firm _____ With Other Firms _____	d. Years experience: With this Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With this Firm_____ With Other Firms _____	d. Years experience: With this Firm_____ With Other Firms _____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With this Firm_____ With Other Firms _____	d. Years experience: With this Firm_____ With Other Firms _____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in Thousands)	
				Entire Project	Work for Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in Thousands)	
				Entire Project	Work for Which Firm Is Responsible

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project

11. The foregoing is a statement of facts.

Signature: _____

Typed Name and Title: _____

Date:

PRICE PROPOSAL SUMMARY

TASK 1.
TESTING FOR THE BASIS OF MATERIALS ACCEPTANCE (Page 1 to 20)

Total Price of Specified Tests _____

TASK 2.
TESTING FOR THE PRODUCT EVALUATION (Page 21 to 25)

Total Price of Specified Tests _____
Allowance for Miscellaneous Unspecified Tests _____
Obtaining of Samples by Inspector 6,000 hrs. @ \$ _____ per hr. _____
Miscellaneous Reimbursible Expenses (See Form 4T2) \$50,000

TOTALS Task 2 _____

TASK 3.
SAMPLING FOR THE BASIS OF MATERIALS ACCEPTANCE (Page 26)

Total Price of Sampling Expenses (See Form 4T1) _____
Total Price of Travel and Shipping Expenses (See Form 4T2) \$200,000

TOTALS Task 3 _____

TASK 4.
TESTING FOR THE BASIS OF BRIDGE PAINTING ACCEPTANCE (Page 27)

Total Price of Specified Tests _____

TOTAL PROPOSAL PRICE

TEST ITEMS PRICE SCHEDULE

TASK 1.

TESTING FOR THE BASIS OF MATERIALS ACCEPTANCE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
203-2.02B	Select Borrow and Select Fill				
203-2.02C	Select Granular Fill and Select Structure Fill				
203-2.02D	Select Granular Fill-Slope Protection				
203-2.02E	Select Granular Subgrade				
	1- Gradation Test	250	tests		
	2- Soundness Test	250	tests		
	3- Standard Proctor Test	250	tests		
	4- Field Density by Sand Cone	30	tests		
	5- Field density by Nuclear Gage	900	days		
	ITEM TOTAL				
304	Subbase Course				
	1- Gradation Test	200	tests		
	2- Soundness test	200	tests		
	3- Flat and Elongated Pieces	200	tests		
	4- Plasticity Index	200	tests		
	5- Organic Impurities	150	tests		
	ITEM TOTAL				
584-2.01F	Microsilica Admixture				
	Chemical Requirements				
	1- Silicon dioxide (SiO2)	20	tests		
	2- Moisture Content (%)	20	tests		
	3- Loss on Ignition (%)	20	tests		
	4- Available alkalies as Na2O	20	tests		
584-2.01F	Physical Requirements				
	1- Percent retained on 45-µm (No. 325)	20	tests		
	2- Accelerated pozzolanic activity index	20	tests		
	3- Density	20	tests		

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
584-2.01F	4- Increase over control of drying shrinkage of mortar bars at 28 days.	20	tests		
	5- Specific surface area (nitrogen absorption)	20	tests		
	6- Reactivity with cement alkalies	20	tests		
	7- Sulfate resistance expansion	20	tests		
ITEM TOTAL					
701-01	Portland cement				
	Chemical Requirements				
	1- Silicon dioxide (SiO2)	20	tests		
	2- Aluminum oxide (Al2O3)	20	tests		
	3- Ferric oxide (Fe2O3)	20	tests		
	4- Magnesium oxide (MgO)	20	tests		
	5- Sulfur trioxide (SO3)	20	tests		
	6- Tricalcium silicate (C3S)	20	tests		
	7- Dicalcium silicate (C2S)	20	tests		
	8- Tricalcium aluminate (C3A)	20	tests		
	9- Tricalcium aluminoferrite plus twice the tricalcium aluminate (C4AF + 2(C3A)) or solid solution (C4AF + 2(C3A))	20	tests		
	10- Loss on ignition	20	tests		
	11- Insoluble residue	20	tests		
	12- Alkalies (Na2O + 0.658K2O)	20	tests		
	Physical Requirements				
	1- Air content of mortar	20	tests		
	2- Fineness				
	Turbidimeter test	20	tests		
	Air permeability test	20	tests		
	3- Compressive strength	20	tests		
	4- Time of setting				
	Gillmore test	20	tests		
	Vicat test	20	tests		
	5- Autoclave expansion	20	tests		
	6- False set, final penetration	20	tests		
ITEM TOTAL					

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
702-90	Tack Coat				
	1- Sieve Test	50	tests		
	2- Residue by Distillation	50	tests		
	3- Oil Distillate, Volume of Total Emulsion	50	tests		
	4- Test on Residue from Distillation - Penetration	50	tests		
	ITEM TOTAL				
703-01	Fine Aggregate				
703-07	Concrete Sand				
	1- Organic Impurities	30	tests		
	2- Soundness test	30	tests		
	3- Gradation Test	30	tests		
	4- Fineness Modulus Test	30	tests		
	5- Visual Identification Test	30	tests		
	6- Aggregate Free Moisture Content Test	30	tests		
	7- Effect of Organic Impurities	30	tests		
	ITEM TOTAL				
703-02	Coarse Aggregate				
	1- Soundness Test	30	tests		
	2- Freeze Thaw Test	30	tests		
	3- LA Abrasion Test	30	tests		
	4- Flat and Elongated Pieces	30	tests		
	5- Coarse Aggregate Gradation Test	30	tests		
	6- Coarse Aggregate Cleaness Test	30	tests		
	7- Aggregate Free Moisture Content Test	30	tests		
	8- Visual Identification Test	30	tests		
	ITEM TOTAL				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
703-03	Mortar Sand				
703-04	Grout Sand				
703-05	Fine Aggregate for White Portland Cement				
	1- Organic Impurities in Fine Aggregate	30	tests		
	2- Gradation	30	tests		
	3- Soundness of Fine Aggregate	30	tests		
	4- Fineness Modulus	30	tests		
	5- Visual Test	30	tests		
	6- Aggregate Free Moisture	30	tests		
	7- Effect of Organic Impurities	30	tests		
	ITEM TOTAL				
703-06	Cushion Sand				
	1- Gradation	20	tests		
	2- Visual Test	20	tests		
	ITEM TOTAL				
703-09	Recycled Asphalt Pavement (RAP)				
	1- Extraction	35	tests		
	2- Gradation Test	35	tests		
	3- Penetration of Bituminous Material	35	tests		
	4- Absolute Viscosity Test	35	tests		
	5- Kinematic Viscosity Test	35	tests		
	ITEM TOTAL				
703-10	Lightweight Aggregate				
	1- Soundness	20	tests		
	2- LA Abrasion	20	tests		
	3- Gradation	20	tests		
	4- Unit Weight	20	tests		
	ITEM TOTAL				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
704-01	Common Brick				
	1- Compressive Strength	30	tests		
	2- Cold Water Absorption	30	tests		
	3- Boiling Absorption	30	tests		
	4- Saturation Coefficient	30	tests		
	ITEM TOTAL				
704-02	Concrete Brick				
704-04	Concrete Block (Slope Paving)				
704-08	Brick Pavers				
	1- Compressive Strength	30	tests		
	2- Absorption	30	tests		
	ITEM TOTAL				
704-05	Precast Concrete Median Barrier				
704-06	Precast Concrete Cribbing				
	1- Air Content of Hardened Concrete	30	tests		
	2- Compressive Strength	30	tests		
	3- Chloride Content	30	tests		
	ITEM TOTAL				
704-11	Precast Concrete Coping				
704-12	Decorative Concrete Block				
	1- Compression Test	20	tests		
	2- Absorption	20	tests		
	3- Air Content	20	tests		
	ITEM TOTAL				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
704-13	Precast Concrete Pavers				
	1- Compressive Strength	30	tests		
	2- Absorption	30	tests		
	3- Freeze Thaw	30	tests		
	ITEM TOTAL				
705-09	Preformed Elastic Bridge Joint Sealer				
705-10	Preformed Elastic Longitudinal Joint Sealer				
705-12	Preformed Elastic Transverse Contraction and Expansion Joint Sealer				
	1- Geometric Properties	120	tests		
	2- Tensile Strength	120	tests		
	3- Elongation at Break	120	tests		
	4- Hardness	120	tests		
	5- Aged Tensile Strength	120	tests		
	6- Aged Elongation	120	tests		
	7- Aged Hardness	120	tests		
	8- Oil Swell	120	tests		
	9- Low Temperature Recovery	120	tests		
	10- High Temperature Recovery	120	tests		
	11- Compression Deflection Properties	120	tests		
	ITEM TOTAL				
705-11	Polyvinyl Chloride Extruded Shapes and Sheet Materials				
	1- Tensile Strength	30	tests		
	2- Ultimate Elongation	30	tests		
	3- Hardness	30	tests		
	4- Resistance to Alkali	30	tests		
	5- Water Absorption	30	tests		
	6- Specific Gravity	30	tests		
	7- Cold Bend Test	30	tests		
	8- Dimensional Evaluation	30	tests		
	ITEM TOTAL				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
706-01	Non-Reinforced Concrete Pipe				
706-02	Reinforced Concrete Pipe Classes II, III, IV, V				
706-03	Reinforced Concrete Elliptical Pipe Classes HE-II, HE-III, HE-IV, VE-IV, VE-V, VE-VI				
	1-Absorption	30	tests		
	2-Air Content of Hardened Concrete	30	tests		
	ITEM TOTAL				
706-04	Precast Concrete Drainage Units				
	1-Compression Test	30	tests		
	2-Absorption	30	tests		
	3-Air Content of Hardened Concrete	30	tests		
	ITEM TOTAL				
706-07	Reinforced Concrete Pipe End Sections				
	1-Air Content of Hardened Concrete	30	sets		
	ITEM TOTAL				
706-17	Precast Concrete Box Culverts				
	1-Compression Test	30	sets		
	2-Air Content of Hardened Concrete	30	sets		
	ITEM TOTAL				
708-08	Ready-Mixed Aluminum Paint				
	A. Pigment, Type 1				
	1-Matter Not Volatile	10	tests		
	2-Fatty or oil Matter	10	tests		
	3-Total Impurities	10	tests		
	4-Mica, Fillers, and Other Adulterants	10	tests		
	5-Coarse Particles	10	tests		

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
708-08	6- Total Impurities	10	tests		
	7- Coarse Particles	10	tests		
	8- Leafing	10	tests		
	B. Liquid (Both Types I and II)				
	1- Non Volatile Matter	10	tests		
	2- Volatile Thinner and Drier	10	tests		
	3- Viscosity	10	tests		
	4- Acid Number	10	tests		
5- Non Volatile	10	tests			
6- Kauri Reduction	10	tests			
7- Drying Time	10	tests			
8- VOC Content	10	tests			
C. Paint (Types I and II)					
1- Pigment Content	10	tests			
2- Total Impurities	10	tests			
3- Coarse Particles	10	tests			
4- Vehicle Content	10	tests			
5- Non Volatile in Vehicle	10	tests			
6- Moisture Content	10	tests			
7- Weight/Gallon	10	tests			
8- Drying Time	10	tests			
9- Viscosity	10	tests			
10- Paint Flexibility	10	tests			
D. Paint (Type II)					
1- Preparation of Standard Comparison Paint	10	tests			
2- Smoothness, Color, Luster, Capacity	10	tests			
3- Aged Leafing Test	10	tests			
ITEM TOTAL					
709-01	Bar Reinforcement, Grade 60				
A Deformed and Plain Bar					
1- Bend Test		30	tests		
2- Tensile Strength		30	tests		
3- Yield Strength		30	tests		
4- Elongation		30	tests		
5- Unit Weight		30	tests		
6- Deformation Spacing		30	tests		

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
709-01	7- Deformation Height	30	tests		
	8- Gap	30	tests		
	B Plain Steel Wire				
	1- Bend Test	10	tests		
	2- Tensile Strength	10	tests		
	3- Yield Strength	10	tests		
	4- Reduction of Area	10	tests		
	ITEM TOTAL				
709-02	Wire Fabric for Concrete Reinforcement				
	1- Tensile Strength	30	tests		
	2- Reduction of Area	30	tests		
	3- Bend Test	30	tests		
	4- Weld Shear Test	30	tests		
	ITEM TOTAL				
709-06	Prestressing Steel				
	1- Breaking Strength	30	tests		
	2- Yield Strength	30	tests		
	3- Elongation	30	tests		
	4- Dimensional Evaluation	30	tests		
	ITEM TOTAL				
709-12	Stainless Steel Clad Bars				
	1- Thickness of Cladding	20	tests		
	2- Bond Strength	20	tests		
	3- Inter Granular Corrosion Resistance	20	tests		
	4- Bend Test	20	tests		
	5- Tensile Strength	20	tests		
	6- Yield Strength	20	tests		
	7- Elongation	20	tests		
	8- Unit Weight	20	tests		
	9- Deformation Spacing	20	tests		
	10- Deformation Height	20	tests		
	11- Gap	20	tests		
	ITEM TOTAL				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
710-04	Aluminum Coated Steel Fence Fabric				
	1- Breaking Strength	40	tests		
	2- Wire Diameter	40	tests		
	3- Chemical Composition	40	tests		
	ITEM TOTAL				
710-20	Corrugated Beam Guide Railing and Median Barrier				
	1- Reduced Section (Tension)	15	tests		
	2- Side Bend Test	15	tests		
	3- All Weld Metal test	15	tests		
	4- Charpy V-Notch Impact	15	tests		
	5- Chemical Analysis	15	tests		
	6- Macroetch test	15	tests		
	ITEM TOTAL				
710-21	Box Beam Guide Railing and Median Barrier				
	1- Drop Weight Tear Test	15	tests		
	2- Tensile Strap Test	15	tests		
	3- Reduced Section (Bending)	15	tests		
	4- Side Bend Test	15	tests		
	5- All Weld Metal Test	15	tests		
	6- Charpy V-Notch Impact	15	tests		
	7- Chemical Analysis	15	tests		
	8- Ultrasonic Test	15	tests		
	9- Macroetch Test	15	tests		
	10- Radiographic Test	15	tests		
	ITEM TOTAL				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
711-09	Emulsified Carbon Black				
	1- Compressive Strength	10	tests		
	ITEM TOTAL				
711-10	Fly Ash				
	1- Fineness	30	tests		
	2- Moisture Content	30	tests		
	3- Specific Gravity	30	tests		
	4- Loss on Ignition	30	tests		
	5- Soundness	30	tests		
	ITEM TOTAL				
713-01	Topsoil				
	1- pH	80	tests		
	2- Organic Content	80	tests		
	3- Gradation	80	tests		
	ITEM TOTAL				
715-01	Structural Steel				
	1- Reduced Section (Tension)	30	tests		
	2- Side Bend Specimen	30	tests		
	3- All Weld Metal Test	30	tests		
	4- Charpy V-Notch Impact Test	30	tests		
	5- Chemical Analysis	30	tests		
	6- Radiographic Test	30	tests		
	7- Ultrasonic Test	30	tests		
	8- Macroetch Test	30	tests		
	ITEM TOTAL				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
715-14	H.S. Bolts, Nuts, and Washers				
I	Physical and Mechanical Tests				
1-	Bolts				
	A. Dimensional Check	1500	tests		
	B. Fitness Check	1500	tests		
	C. Hardness	1500	tests		
				ITEM TOTAL	
	D. Tensile Requirements				
	D1. Full Size				
	Tensile Strength	20	tests		
	Proof Load	20	tests		
	Wedge Tension Test	20	tests		
	D2. Machined Specimen				
	Tensile Strength	20	tests		
	Yield Strength	20	tests		
	Elongation	20	tests		
	Reduction of Area	20	tests		
	E. Rotational Capacity Test (Zinc Coated)	20	tests		
2-	Nuts				
	A. Dimensional Check	1500	tests		
	B. Hardness	1500	tests		
	C. Proof Load Test	20	tests		
	D. Cone Proof Load Test	20	tests		
3-	Washers				
	A. Dimensional Check	1500	tests		
	B. Hardness	1500	tests		
II	Chemical Analysis				
	A. Bolts	120	tests		
	B. Nuts	120	tests		
	C. Washers	120	tests		
				ITEM TOTAL	

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
716-06	3- Ultimate Elongation Parallel to Grain	60	tests		
	4- Ultimate Elongation Perpendicular to Grain	60	tests		
	5- Specific Gravity	60	tests		
C	Physical Testing of Whole Bearing				
1-	Compression Strain	60	tests		
716-07	ITEM TOTAL				
	Pot-Design Structural Bridge Bearings				
A	Elastomeric Rotational Element-Neoprene				
B	Elastomeric Rotational Element-Natural Rubber				
1-	Tensile Strength	75	tests		
2-	Elongation	75	tests		
3-	Hardness	75	tests		
4-	Aged Tensile Strength	75	tests		
5-	Aged Elongation	75	tests		
6-	Aged Hardness	75	tests		
7-	Compression Set	75	tests		
8-	Oil Immersion	75	tests		
C	PTFE Sheet and Strip				
1-	Ultimate Tensile Strength Parallel to Grain	75	tests		
2-	Ultimate Tensile Strength Perpendicular to Grain	75	tests		
3-	Ultimate Elongation Parallel to Grain	75	tests		
4-	Ultimate Elongation Perpendicular to Grain	75	tests		
5-	Specific Gravity	75	tests		
	ITEM TOTAL				
716-10	Plain Elastomeric Bridge Bearings (Type EP Bearings)				
716-11	Steel Laminated Elastomeric Bridge Bearings (Type EL Bearings)				
716-12	Elastomeric Bridge Bearings With External Load Plates (Type EB Bearings)				
A	Elastomeric Compound-Neoprene				
B	Elastomeric Compound-Natural Rubber				
1-	Tensile Strength	250	tests		
2-	Elongation	250	tests		

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
721-03	B Compound B				
	1- Color	60	tests		
	2- Sulfur Content	60	tests		
	C Mixture of Components A and B				
	1- Pot Life	60	tests		
	2- Initial Viscosity	60	tests		
721-03	3- Tack Free Time	60	tests		
	4- Degree of Temporary Gelation	60	tests		
	5- Ash Content	60	tests		
	6- Volatiles	60	tests		
	D Cured Materials				
	1- Compressive Shear	60	tests		
721-03	2- Beam Break	60	tests		
	ITEM TOTAL				
721-05	Epoxy Repair Paste				
	A Mixture of Components A and B				
	1- Pot Life	60	tests		
	B Cured Material				
	1- Compressive Strength of 2" Cubes	60	tests		
	2- Bond Test Modulus of Rupture	60	tests		
721-05	3- Freeze-Thaw	60	tests		
	ITEM TOTAL				
727-01	White and Yellow Thermoplastic ReflectORIZED Pavement Markings				
	1- Physical Properties				
	a. Color				
	white	30	tests		
	yellow	30	tests		
	b. Drying Time	30	tests		
c. Yellowness	30	tests			
d. Softening Point	30	tests			
e. Specific Gravity	30	tests			
ITEM TOTAL					

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
727-01	2- Reflective Glass Spheres				
	a. Sphericity	30	tests		
	b. Reflective Index	30	tests		
	c. Silica Content	30	tests		
	d. Crushing Resistance	30	tests		
	e. Gradation	30	tests		
4-	Primers				
	a. Type I Primer Composition	30	tests		
	b. Type II Primer Composition	30	tests		
	c. Type III Primer Composition	30	tests		
ITEM TOTAL					
18685.07	Epoxy ReflectORIZED Pavement Markings – 20 mils				
	A. Epoxy Material Composition				
	1- White pigment, Titanium Dioxide	30	tests		
	2- Yellow pigment, Medium Chrome Yellow	30	tests		
	3- Epoxy content – Part A	30	tests		
	Amine value - Part B	30	tests		
18685.07	Physical Properties of Mixed Comp. (Part A & Part B)				
	1- Color White	30	tests		
	2- Color Yellow	30	tests		
	3- Directional Reflectance	30	tests		
	4- Drying Time (Lab)	30	tests		
	5- Drying Time (Field)	30	tests		
	6- Abrasion Resistance	30	tests		
	7- Hardness	30	tests		
	8- Infrared Spectrophotometer Analysis	30	tests		
	B. Reflective Glass Spheres	30	tests		
ITEM TOTAL					
18685.08	Epoxy ReflectORIZED Pavement Markings – 15 mils				
	A. Epoxy Material Composition				
	1- White pigment, Titanium Dioxide	30	tests		
	2- Yellow pigment, Medium Chrome Yellow	30	tests		
	3- Epoxy content – Part A	30	tests		
	4- Amine value - Part B	30	tests		

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
18685.08	Physical Properties of Mixed Comp. (Part A & Part B)				
	1- Color White	30	tests		
	2- Color Yellow	30	tests		
	3- Directional Reflectance	30	tests		
	4- Drying Time (Lab)	30	tests		
	5- Drying Time (Field)	30	tests		
	6- Abrasion Resistance	30	tests		
	7- Hardness	30	tests		
	8- Infrared Spectrophotometer Analysis	30	tests		
	B. Reflective Glass Spheres	30	tests		
ITEM TOTAL					
728-03	Plain Rubber Pad				
	A Polychloroprene				
	B Natural Rubber				
	1- Tensile Strength	60	tests		
	2- Elongation	60	tests		
	3- Hardness	60	tests		
	4- Aged Tensile Strength	60	tests		
	5- Aged Elongation	60	tests		
	6- Aged Hardness	60	tests		
	7- Compression Set	60	tests		
8- Oil Immersion	60	tests			
ITEM TOTAL					

TOTAL TASK 1 (Page 1 through Page 20):

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
TASK 2.					
TESTING FOR THE PRODUCT EVALUATION					
[A] Concrete Related Tests					
CT-1	Compression Test of Concrete Cylinders Including Capping, ASTM C39, NYSDOT TM 501-3P	18000	tests		
CT-2	Compression Test of 2" Diameter Core	30	tests		
CT-3	Compression Test on 3" Diameter Core	30	tests		
CT-4	Compression Test on 4" Diameter Core	100	tests		
CT-5	Compression Test of 4" Square, Sawed Specimen	5	tests		
CT-6	Chloride Content of 4" Diameter Core, NYSDOT TM 502-4L				
CT-7	Percent Fines in Aggregate, ASTM C117	30	tests		
CT-8	Sieve Analysis of Aggregate, ASTM C136, NYSDOT TM 703-1P	30	tests		
CT-9	Unit Weight and Percent Voids in Aggregate, ASTM C29	40	tests		
CT-10	Specific Gravity and Absorption of Coarse Aggregate, AASHTO T-85	40	tests		
CT-11	Specific Gravity and Absorption of Fine Aggregate, ASTM C128	20	tests		
CT-12	Moisture Content of Aggregate, AASHTO T-255	20	tests		
CT-13	Lightweight Pieces in Aggregate, ASTM C123	40	tests		
CT-14	Resistance to Degradation by Abrasion of Small Size Coarse Aggregate, ASTM C131	100	tests		
CT-15	Resistance to Degradation by Abrasion of Large Size Coarse Aggregate, ASTM C535	20	tests		
CT-16	Percent Clay Lumps and Friable Particles in Aggregate, ASTM C142	20	tests		
CT-17	Flexural Strength of Concrete, ASTM C78	20	tests		
CT-18	Splitting Tensile Strength of Concrete, ASTM C78	20	tests		
CT-19	Unit Weight, Yield, Air Content, ASTM C138	40	tests		
CT-20	Petrographic Test, ASTM C856, AASHTO T299	50	tests		
CT-21	Freeze & Thaw Test, NYSDOT Test Method 502-3P	80	tests		
TOTAL MISCELLANEOUS CONCRETE TESTS					

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
[B] Soil Related Tests					
ST-1	Particle Size Analysis of Soils, ASTM D442	30	tests		
ST-2	Liquid Limit, Plastic Limit, Plasticity Index, ASTM D4318	30	tests		
ST-3	Soil Density and Moisture Content by Nuclear Methods, ASTM D2922 and D3017	50	days		
ST-4	Moisture-Density Relationship of Soil and Aggregate, ASTM D698	50	tests		
ST-5	Soil Density by Sand Cone Method, ASTM D1556	30	tests		
ST-6	Moisture Content by Direct Heating Method, ASTM D1556	30	tests		
TOTAL MISCELLANEOUS SOILS TESTS					

[C] Asphalt Related Tests

AT-1	Resistance to Plastic Flow Using Marshall Apparatus, NYSDOT TM 400-9C, AASHTO T-245	150	tests		
AT-2	Penetration, ASTM D5	150	tests		
AT-3	Water Content, ASTM D244	150	tests		
AT-4	Homogeneity, ASTM D2994	150	tests		
AT-5	Maximum Theoretical Specific Gravity (Rice Test) ASTM D2041, AASHTO T209	200	tests		
AT-6	Bulk Specific Gravity, ASTM D2726, AASHTO T166	200	tests		
AT-7	Marshall One Point Verification Test, NYSDOT MM 5.13	150	tests		
AT-8	Asphalt Density by Nuclear Methods, ASTM D2960	500	days		
AT-9	Bituminous Extraction, Method A, ASTM D2172	150	tests		
AT-10	Gradation of Aggregate, AASHTO T-30	150	tests		
AT-11	Viscosity of Asphalt Cement at 140 F, ASTM D2170	150	tests		
AT-12	Viscosity of Asphalt Cement at 275 F, ASTM D2170	150	tests		
AT-13	Asphalt Recovery by Abson Method, ASTM D1856	150	tests		
AT-14	Superpave Mix Design Verification Review and Lab Testing, NYSDOT MM 5.16	10	tests		
TOTAL MISCELLANEOUS ASPHALT TESTS					

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
[D] Tests on Metals					
MT-1	Machining and Testing Weld or Base Metal Specimens as Described in ASTM A370 Tension Test (ASTM E8)				
	A. Up to 99,999 Lbs.	60	tests		
	B. 100,000 Lbs. to 199,999 Lbs.	60	tests		
	C. 200,000 Lbs. to 280,000 Lbs.	60	tests		
MT-2	Bend Test				
	A. Face, Root, and Side Bends	60	tests		
	B. Free Bend test Up to and Including 3/4"	60	tests		
	C. Over 3/4" Up to and Including 1-1/2"	60	tests		
MT-3	Brinell Hardness, ASTM E10	200	tests		
MT-4	Rockwell Hardness, ASTM E18	200	tests		
MT-5	Notched Bar Impact, ASTM E23	200	tests		
MT-6	Elemental Chemical Analysis				
	A. Carbon, Manganese, Silicon, Sulfur, and Phosphorous	20	tests		
	B. Chromium, Copper, Molybdenum, and Nickel	20	tests		
	C. Vanadium, Titanium, and Zirconium	20	tests		
	D. Columbium and Nitrogen	20	tests		
MT-7	Complete Radiographic Unit with Two Man Crew (Iridium 192 or Cobalt 60 as Directed) (4 Hours Minimum)	50	days		
MT-8	Complete Magnetic Particle Testing Unit With One Man Crew	50	days		
MT-9	Complete Ultrasonic Testing Unit With One Man Crew (1,000 Amp to 3,000 Amp)	50	days		
MT-10	Complete Equipment for Dye Penetrant Testing With One Man Crew (4 Hour Minimum)	50	days		
TOTAL MISCELLANEOUS METAL TESTS					

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
PT-1	Nuclear Density Testing-Concrete Bridge Decks, NYSDOT MM NY 9.5, Bituminous Concrete in Place ASTM D2950 (4 Hour Minimum)	20	days		
PT-2	Nondestructive Pavement Testing Using a Falling Weight Deflectometer (4 Hour Minimum) Mobilization and Demobilization	10	days		
PT-3	Coring Services, AASHTO T-24 Without Lane Closure	20	days		
	Plus for Service in Excess of 8 Hrs in One Day	40	hrs.		
	With Lane Closure When the Shadow Vehicle is: Heavy Dump Truck	19	days		
	Heavy Dump Truck with Attenuator	19	days		
	Stake Body Truck	9	days		
	Patrol Truck	9	days		
	Pickup Truck	10	days		
	Plus for Service in Excess of 8 Hrs in One Day	110	hrs.		
	Plus Core Charge				
	Portland Cement Concrete				
	2" Diameter, Drilled Length	500	inches		
	3" Diameter, Drilled Length	500	inches		
	4" Diameter, Drilled Length	550	inches		
	Portland Cement Concrete Filled Grid Deck				
	4" Diameter, Drilled Length	250	inches		
	6" Diameter, Drilled Length	100	inches		
TOTAL MISCELLANEOUS PAVEMENT/DECK TESTS					

TOTAL PRICE SPECIFIED TEST (A+B+C+D+E):.....

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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[F] Miscellaneous Unspecified Tests In Laboratory

(Total value of unspecified miscellaneous tests not to exceed \$350,000)

MUT-00	TOTAL MISCELLANEOUS UNSPECIFIED TESTS				
OS-01	Inspector hrs. to obtain samples for TASK 2 testing	6000	hrs		
ME-01	Misc. Expenses for TASK 2 testing				\$50,000
TOTAL TASK 2 (Page 21 through Page 25):					

TASK 3.
SAMPLING FOR THE BASIS OF MATERIALS ACCEPTANCE:
SAMPLING HOURS ESTIMATE

ITEM	No. OF LOTS	No. OF MAN-DAYS
5 Backfill Items	750	750
10 Aggregate & Asphalt Items	400	400
7 Masonry Items	250	250
4 Joint Items	300	600
1 Paint Item	8	8
3 Reinforcement Items	60	60
4 Fence Items	150	150
2 Additives	8	8
1 Topsoil Item	60	60
2 Fastener Items	750	750
5 Bridge Bearing Items	750	1500
4 Epoxy Items	200	200
TOTALS		4736
Project Manager		520 Days
Regular Hours = (4,736 + 520) * 8 = 42,048		42,048 Hours
Overtime 2 hrs. per man-day		9,472 Hours
TOTAL HOURS = 42,048 + 9,472 = 51,520		51,520 Hours
Break Down of Total Hours:- (Carried to Form 4T1)		

[1] Inspector: 14,200 Hours
 [2] Senior Inspector: 33,160 Hours
 [3] Chief Inspector/Project Manager: 4,160 Hours

TEST ITEMS PRICE SCHEDULE

TASK 4.

TESTING FOR THE BASIS OF BRIDGE PAINTING ACCEPTANCE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
18570.861	Epoxy Paint System.				
831.07	Zinc Paint System.				
1-	Weight Solids--ASTM D2369	100	tests		
2-	Volume Solids--ASTM D2697	40	tests		
3-	Viscosity--ASTM D562	100	tests		
4-	Percentage Pigment--ASTM D3723 OR ASTM D2371	100	tests		
5-	Weight/Gallon--ASTM D1475	100	tests		
6-	Fineness of Grind--ASTM D1210	40	tests		
7-	Colors per Panel--ASTM D 2244	100	tests		
8-	Lenatta Draw Down Anti-Sag --ASTM4400/FTM 4494	40	tests		
9-	Dry Time--ASTM D1640	40	tests		
10-	Pot Life	40	tests		
11-	VOC Content--ASTM D3960				
	Solvent Borne	100	tests		
	Waterborne	50	tests		
12-	Sample Disposal Charge				
	Disposal Fees	1000	Gallon		
	Laboratory Equipment Charge				
13-	FT-IR--ASTM D2621	100	tests		
14-	Sampling Charge (Labor)	50	Days		
ITEM TOTAL					

TOTAL TASK 4(Page 27) :