

Michael R. Bloomberg
Mayor

The City of New York
Department of Transportation
Division of Bridges

Janette Sadik-Khan
Commissioner

REQUEST FOR PROPOSALS

FOR

**TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
SEISMIC RETROFIT AND RECONSTRUCTION OF BRIDGE OPERATING SYSTEM
OF MADISON AVENUE BRIDGE OVER HARLEM RIVER**

BOROUGHES OF MANHATTAN AND THE BRONX

CONTRACT NO.: HBX644S

PIN: 84108MBBR278

RELEASE DATE OF THE RFP: October 7, 2008

**ANTICIPATED CONTRACT TERM: 1735 Consecutive Calendar Days from the Date of
Written Notice to Proceed until final completion of the
construction contract.**

AUTHORIZED AGENCY CONTACT PERSON

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

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



**New York City
Department of Transportation**

Janette Sadik-Khan, Commissioner

2 Rector Street
New York, N.Y. 10006
Tel: 212/788-2100
Fax: 212/788-9015

Web: www.nyc.gov/dot

October 7, 2008

Re: Request for Proposals for
Total Design and Construction Support Services
In Connection with Seismic Retrofit and Reconstruction of Bridge Operating System
of Madison Avenue Bridge over Harlem River
Boroughs of Manhattan and the Bronx
Bin# 2-24002-7, 8
Contract No. HBX644S
PIN 84108MBBR278

To Whom It May Concern:

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

Please be advised that a Pre-Proposal Conference has been scheduled for October 21, 2008 at 10:30 AM 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 with instructions for the above-referenced project. Be further advised that the selected proposer should not subcontract more than 49% of the contract work. You should follow the submittal instructions carefully.

You should hand deliver your proposal, as indicated in Section IV of the RFP, to the **NYC Department of Transportation, Contract Section, 8th Floor - Room 824A, 40 Worth Street, New York, New York 10013 on or before November 3, 2008 between the hours of 9:00am and 2:00pm only on business days.**

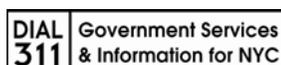
In order that we can expeditiously disseminate additional information regarding this RFP, please complete the attached "**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSALS FORM**" and return to Dr. Paul Michael Kazas within 48 Hours of receipt of this RFP by Fax: (212) 442-9885.

All questions concerning this invitation must be faxed to Dr. Paul-Michael-Kazas at (212) 442-9885 on or before October 23, 2008. If you need to contact him by telephone please call (212) 442-7654.

Very truly yours,

Dr. Paul Michael Kazas
Director of Capital Procurement

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 #:	Email:
RFP Contract Number (Fill in): Contract No. HBX644S , PIN 84108MBBR278 Fax #		
RFP Contract Title (Fill in): TD/CSS for Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River, Boroughs of Manhattan and the Bronx		

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. E-Mail Address: pkazas@dot.nyc.gov

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

Comments: (Please use additional sheets if necessary)

Signature

Title

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SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: **October 7, 2008**

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

Telephone #: (212 442-7654
Fax #: (212) 442-9885
E-Mail Address: pkazas@dot.nyc.gov

B. Pre-Proposal Conference:

Date: **October 21, 2008**
Time: **10:30 AM**
Location: 2 Rector Street, 8th floor Conference Room
 New York, NY 10006

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

C. Site Visit and/or Inspection of Materials:

Site visits are not necessary; however, plans and specifications are available for your review upon request. Appointments for site visits and to review the materials must be made to the Authorized Agency Contact Person.

D. Proposal Due Date and Time and Location:

Date: **November 3, 2008**
Time: **NO LATER THAN 2:00 PM**
Location: **NYCDOT Contract Section**
 40 Worth Street Room 824A,
 New York, New York 10013

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

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

Proposals received at this Location after the Proposal Due Date and Time are late and will not be accepted by the agency, except as provided under New York City's Procurement Policy Board Rules.

The agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the agency issues a written addendum to this RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of the RFP

The Agency is seeking an appropriately qualified vendor to provide Total Design and Construction Support Services that includes the preparation of designs, bridge studies, preliminary design, final design, the preparation of construction support documents; and bid analysis services in support of the letting of the construction for Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River.

B. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this RFP will be **1735** consecutive calendar days from the date of written notice to proceed until final completion of the construction contract. The agency reserves the right, prior to contract award, to determine the length of the contract term

Anticipated Time Required for completion of Phase I, Preliminary Design Services: **548** consecutive calendar days.

Anticipated Time Required for completion of Phase II, Final Design services: **549** consecutive calendar days.

Anticipated Time Required for completion of Phase III, Construction Support Services: **638** consecutive calendar days.

C. Anticipated Payment Structure

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

D. Exclusion from Participation in Subsequent Solicitation(s)

This RFP is for the Total Design & Construction Support Services for the rehabilitation/reconstruction of Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River, Boroughs of Manhattan and the Bronx. The selected proposer from this RFP shall not be allowed to participate, whether as a contractor or sub-contractor, in response to a subsequent solicitation(s) utilizing the specifications they drafted, except as provided under New York City's Procurement Policy Board Rules.

SECTION III - SCOPE OF SERVICES

A. Agency Goals and Objectives

The agency's goals and objectives are to acquire quality Total Design and Construction Support Services to ensure the safety of New York City bridges in relation to their structural integrity and repair as stipulated in Section VII of the RFP.

B. Agency Assumptions Regarding Consultant Approach

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

C. Proposed Contractual Agreement

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

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

D. Opportunity for Disadvantaged Business Enterprise

The NYC Department of Transportation encourages firms to meet New York State's Disadvantaged Business Enterprise (DBE) utilization goal of **11%**. The successful proposers must show good faith efforts that it attempted to meet the DBE goal.

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

E. Compliance with Local Law 34 of 2007

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

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 1/2" X 11" papers. The City of New York requests that all proposals be submitted on paper with no less than 30% post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated.

The Proposal package should consist of five (5) individually sealed components as listed below, each bound in an 8 1/2" x 11" plastic spiral binding. No pictures or drawings should be included, except for the cover. The cover should be hard cardboard or laminated plastic, the cover should feature the name of the responding firm(s) and the contract name and number. Responses should be typed using 12 point font. Responses on pre-printed forms should be no smaller than 8 point font, and then only when necessary. The response may include a one page bound transmittal letter, which summarizes the respondent's understanding of the project and its ability to successfully accomplish the job. Each section should be tabbed and labeled to correspond with each section listed (i.e. 1T, 2T, 3T, 4T, 5T, 6T, Standard Form 330, Schedule B, Forms 4T1A, 4T2A, 4T3, and Forms 4T1B, 4T2B, 4T3).

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

A. Proposal Format

1. Component 1: Procedural Forms

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

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

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

2. Component 2: Proposal Forms

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

FORM 1T	QUALITY & RELEVANCE OF PRIOR EXPERIENCE (FIRM IN GENERAL)
FORM 2T	PROPOSED STAFF (RESUMES)/EXPERIENCE
FORM 3T	OVERALL PROJECT UNDERSTANDING AND APPROACH
FORM 4T	JOB TITLES & HOURS PROPOSED
FORM 5T	NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS.)
FORM 6T	DBE PARTICIPATION FORM
FORM 330	STANDARD FORM

3. Component 3: Cost Proposal

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

COST PROPOSAL A

FORM 4T1A	LABOR COST PROPOSAL*
FORM 4T2A	COST PROPOSAL SUMMARY*
FORM 4TA	COST PROPOSAL GRAND TOTAL & SUMMARY
FORM 4T3	PERFORMANCE OUTCOME MEASURES AND FINANCIAL INCENTIVES AND/OR DISINCENTIVES

COST PROPOSAL B

FORM 4T1B	LABOR COST PROPOSAL*
FORM 4T2B	COST PROPOSAL SUMMARY*
FORM 4TB	COST PROPOSAL GRAND TOTAL & SUMMARY
FORM 4T3	PERFORMANCE OUTCOME MEASURES AND FINANCIAL INCENTIVES AND/OR DISINCENTIVES

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

Proposers should submit **two (2) different cost proposals** in their cost proposal packet. The two (2) cost proposals should contain the following information:

Cost Proposal A should include: Form 4T1A, Form 4T2A, and Form 4TA which employ a multiplier that is locked in for the first phase of the project and subject to audit for successive phases of the contract - allowing for fluctuation related to changes in overhead costs.

Cost Proposal B should include: Form 4T1B, Form 4T2B, and Form 4TB which employ a multiplier that will be locked in for the all phases of the contract.

Performance Outcome Measures and Financial Incentives and/or Disincentives

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

4. Component 4: Multiplier Form

This form (Attachment F), which is for informational purposes only, should be included in your submittal package as a separate envelope labeled “Multiplier Form”. The form requests that you list two (2) different multipliers. The first multiplier, referred to as “Multiplier A”, is a multiplier that is locked in for the first phase of the project and subject to audit for successive phases of the contract – allowing it to fluctuate given a change in overhead costs. The second multiplier, referred to as “Multiplier B”, is a multiplier that will be locked in for the duration of the contract through all phases. While the information provided will not be scored, it may be considered by the agency while awarding the contract and structuring its payments to the consultant.

5. Component 5: Local Law 34 – “Doing Business Data Form”

A Doing Business Data Form Packet has been supplied with this Request for Proposals (Section VII, Attachment H) and should be fully completed and ONLY one (1) original set should be submitted and included with the Technical Proposal package.

All components should be individually sealed and labeled (i.e., Component 1, Component 2, Component 3, Component 4, & Component 5) to indicate the contents of each package and placed in an outer envelope or wrapper. Address all component packages, outer envelope or wrappers as follows:

Proposer's Name
Address

NYCDOT Contract Section
40 Worth Street
8th Floor, Room 824A
New York, New York 10013

PIN No. 84108MBBR278
CONTRACT NO. HBX644S
TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
SEISMIC RETROFIT AND RECONSTRUCTION OF BRIDGE OPERATING SYSTEM OF MADISON
AVENUE BRIDGE OVER HARLEM RIVER
BOROUGH OF MANHATTAN AND THE BRONX
PROPOSAL SUBMISSION DEADLINE IS November 3, 2008
NO LATER THAN 2:00 PM

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

B. Proposal Package Contents (“Checklist”)

CHECKLIST FOR RFP

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

1. COMPONENT 1 – Submit ONLY one (1) original set

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

2. COMPONENT 2 – Submit one (1) original and four (4) copies

- 1T Quality and Relevance of Prior Experience (Firm in General)
- 2T Proposed Staff (Resumes)/Experience
- 3T Overall Project Understanding & Approach
- 4T Job Titles and Hours Proposed
- 5T NYCDOT Workload Disclosure (2 pgs.)
- 6T DBE Participation
- SF330 Standard Form

3. COMPONENT 3: COST PROPOSAL – Submit ONLY one (1) original set in a separate sealed envelope

COST PROPOSAL “A”

- 4T-1A Labor Cost Proposal
- 4T-2A Cost Proposal Summary
- 4TA Grand Total & Summary
- 4T-3 Performance Outcome Measures and Financial Incentives and/or Disincentives

COST PROPOSAL “B”

- 4T-1B Labor Cost Proposal
- 4T-2B Cost Proposal Summary
- 4TB Grand Total & Summary
- 4T-3 Performance Outcome Measures and Financial Incentives and/or Disincentives

4. COMPONENT 4: Submit ONLY one(1) original

- MULTIPLIER FORM (Attachment F)

5. COMPONENT 5: LOCAL LAW 34 –“Doing Business Data Form”- Submit ONLY one (1) original set in a separate sealed envelope along with the Technical Proposal

- Doing Business Data Form

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Consultant Selection Committee (CSC) will evaluate and rate all remaining 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 initial technical evaluation rankings and ratings. Based on these rankings, 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. Based on the initial technical rankings, if NYCDOT determines that there are less than three (3) technically viable proposals, then a shortlist of only technically viable firms will be established.

In the event there are less than three (3) proposals received, NYCDOT will determine whether it will continue the selection process with fewer proposals or re-issue the RFP. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate or clarify the information contained in their proposals. Subsequent to any such presentations, the CSC will prepare revised rating sheets.

The agency shall rank proposers by technical merit and pursuant to the Federal/State Method of Procurement, (Brooks Law) the Price Proposal of ONLY the highest technically ranked firm will be opened and reviewed by the Consultant Selection Committee (CSC) to determine whether it is responsive or non-responsive. Following analysis of the responsive Price Proposals by the CSC, the highest ranked firm will be recommended for award and invited for contract negotiation.

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

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

B. Evaluation Criteria

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

1. Quality & Relevance of Prior Experience	
- Proposed staff (Resumes)	35%
- Firm in general	20%
2. Quality of Proposal	
- Overall Project Understanding	20%
- Approach	15%
- Innovation	05%
3. Staff Availability	
- Workload - Staff Availability	<u>05%</u>
	100%

C. Basis for Contract Award

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

SECTION VI - GENERAL INFORMATION TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

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

L. Charter Section 312(a) Certification.

The New York City Department of Transportation has determined that the contract to be awarded through this Request for Proposals (PIN 84108MBBR278) for Total Design and Construction Support Services for Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River, Boroughs of Manhattan and the Bronx, will not directly result in the displacement of any New York City employee.

Agency Chief Contracting Officer-

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**
- F) Multiplier Form**
- G) Vendex Requirements & Confirmation of Vendex Compliance**
- H) Local Law 34 – Doing Business Instructions and Data Form**
(To be submitted in a separate sealed envelope along with the Technical Proposal)
- I) Disclosure of Lobbying Activities and Certification of a Contractor Regarding Debarment, Suspensions and other Responsibility Matters**
(To be submitted in a separate sealed envelope along with the Technical Proposal)

SECTION VII

A) PROPOSED CONTRACTUAL AGREEMENT

**TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
SEISMIC RETROFIT AND RECONSTRUCTION OF BRIDGE OPERATING
SYSTEM OF MADISON AVENUE BRIDGE OVER HARLEM RIVER**

BOROUGHES OF MANHATTAN AND THE BRONX

CONTRACT NO.: HBX644S

PIN: 84108MBBR278

NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

**TOTAL DESIGN (TD)
SCOPE PROPOSAL**

**SEISMIC RETROFIT AND
RECONSTRUCTION OF
BRIDGE OPERATING SYSTEM
OF**

**MADISON AVENUE BRIDGE
OVER HARLEM RIVER**

BIN 2-24007-9 & 2-24007-A

BOROUGH OF
MANHATTAN / BRONX

COMMUNITY BOARD
MANHATTAN 11 BRONX 01

COUNCIL DISTRICT
MANHATTAN 09 BRONX 17

SCOPE OF THE WORK

NEW YORK CITY

DEPARTMENT OF TRANSPORTATION

DIVISION OF BRIDGES

SEISMIC RETROFIT AND RECONSTRUCTION OF

BRIDGE OPERATING SYSTEM OF MADISON AVENUE BRIDGE OVER HARLEM RIVER

(BIN 2- 24007- 9 & A)

PROJECT JUSIFICATION

The Madison Avenue Bridge over the Harlem River was built in 1907. It replaced an older narrow iron swing bridge at the same location. This second crossing is also a swing bridge, but it is wider and made out of steel. Initially, it carried two trolley lines, two vehicular traffic lanes, and two sidewalks. Today, it carries four vehicular lanes and two sidewalks.

In 1960, a major reconstruction of the Madison Avenue Bridge was performed. This work included reconstruction of the Bronx and Manhattan Approaches and rehabilitation of the deck and access areas of the swing span. For the reinforced concrete and slab on fill portions of the approaches, the existing foundations were retained and were adjusted to suit the new substructures. For the steel sections of the approach structures, new foundations were constructed.

In 1986, the Bronx flanking span was replaced to increase the height clearance to accommodate the Oak Point Link rail project, which is a part of the New York State Department of Transportation Full Freight access Program.

In 1988, the New York City Department of Transportation (NYCDOT) retained a consultant to provide in-depth inspection, load rating, a Bridge Reconstruction Project Report (BRPR), and preliminary plans for reconstruction. Based on consultant's recommendations, NYCDOT requested the submission of final plans, which included **replacement** of the concrete structures of the Manhattan and the Bronx Approaches with steel structures. The remaining portions of the approaches and the swing span were to be **rehabilitated**.

The seismic design of the **replaced portions** was based on New York State Department of Transportation (NYSDOT) Engineering Instruction, EI 90-8, which was applicable for the design of **new** structures. In October 1992, the NYSDOT issued EI 92-46 titled: "Seismic Criteria for Bridge Rehabilitation Projects." To conform to EI 92-46, NYCDOT requested the consultant to provide a seismic condition assessment and recommend retrofit measures for the Manhattan Approach portion earmarked for **rehabilitation**. The consultant performed structural analysis to determine the response of the Manhattan Approach from Bent F14 and Bent M16 to Pier A, identified seismic vulnerabilities and recommended retrofit measures for two levels of site-specific ground motions. The final report was submitted to NYTCDOT in December 1995.

In 1996, NYCDOT requested the consultant to provide a detailed design of the recommended retrofit measures for the Manhattan Approach. Furthermore, to complete the seismic condition assessment and

retrofit measures for the bridge, NYCDOT requested the consultant to perform a seismic condition assessment and recommend retrofit measures for the swing span and flanking spans.

The following previously prepared reports will be available to all consultants preparing the RFP:

1. Emergency Reconstruction (Major Structural, electrical and mechanical Rehabilitation) Plans dated March 1994.
2. Geotechnical Soil Testing Report dated July 12, 1995.
3. Seismic Geotechnical Investigations Dated February 1997.
4. Seismic Condition Assessment and Retrofit Recommendations Dated March 1997.
5. Seismic Analysis of Swing and Flanking Spans – Geotechnical Data (Computer Input/Output) dated April 1997

BRIDGE DESCRIPTION:

The Madison Avenue Bridge consists of the Manhattan Approach, two flanking spans, a swing span, and the Bronx (138th Street) Approach.

The Manhattan Approach includes the Fifth Avenue and the Madison Avenue ramps:

- **The Fifth Avenue Ramp** consists of a reinforced concrete deck roadway on an earth embankment and a steel viaduct. The approach roadway which sits on an earth embankment with concrete retaining walls, extends from Fifth Avenue to the abutment at Bent F8. The portion from the abutment to Pier A consists of a concrete deck with composite steel stringers supported on floor beams framed into the concrete or steel columns. Pier A, Bent F14, and the abutment are all made of reinforced concrete. The total length of this ramp is 585.1 ft.
- **The Madison Avenue Ramp** is of similar construction as the Fifth Avenue Ramp: A concrete slab on an earth embankment with concrete retaining walls from Madison Avenue to the abutment at Bent M12, and a steel viaduct similar to the Fifth Avenue ramp from the abutment to Bent M21. The abutment and Bent M16 consist of concrete.

The Manhattan flanking span from Pier A to the masonry stone rest pier is 88.0 ft. long, and consists of a 7 ½ inch thick reinforced concrete deck with a 1 ½ inch thick concrete overlay for South Roadway, and 1 ½ inch thick asphalt concrete topping for North Roadway, supported on composite steel girders.

The swing span, 307.6 ft. long, is composed of three thru-trusses supported on a drum plate girder, which sits on wheels on the wall of the **un-reinforced center pier**. In the closed position of the bridge, the trusses are also supported on the **masonry stone** rest piers. The floor system consists of composite steel stringers supported on floor beams. The new deck is a 4 ¼ inch thick concrete-filled steel grating with a 1 ½ inch thick concrete overlay for South Roadway, and 1 ½ inch thick asphalt concrete topping for North Roadway.

The Bronx flanking span between the masonry rest pier and the solid reinforced concrete shore pier is 84.0 ft. long and consists of a 4 ¼ inch thick concrete-filled steel grating with a 1 ½ inch thick concrete overlay supported on variable depth composite steel girders.

The Bronx Approach is 249.3 ft. long and extends from the Bronx Shore Pier to the reinforced concrete abutment (Bent A). After reconstruction, the structural system of this section is a composite concrete deck supported on steel stringers, floor beams and columns.

The Center Pier is an **un-reinforced concrete hollow cylindrical pier** with two vertical diaphragms crossing at ninety degrees at the center axes, the location of the pivot, which is also the center of the swinging motion of the bridge. The upper eighteen feet of the pier exterior are covered by a granite stone façade. The pier is supported on 784 woodpiles, one foot diameter spaced at 2.5 feet apart in a square configuration.

The Manhattan and the Bronx Rest Piers are similar in construction and they consist of **unreinforced concrete** with granite stone facades extending from the top down to their pedestals. They are supported on woodpiles as well, 405 per pier.

Pier A was reconstructed in 1960, and the wood piles were replaced with steel 14 BP73 piles. In the present rehabilitation, a new pier wall was constructed on the existing foundation.

The Bronx Shore Pier is supported on woodpiles. Upper portion of this pier was reconstructed in 1960 on the original foundation and consists of a complex combination of buttresses and walls.

The Madison Avenue Bridge has been classified as a **“Critical Bridge” in accordance with the New York City Seismic Design Criteria-Guidelines**. It must continue to function as a part of the lifeline, social/survival network and as an important link for civil defense, police, fire department and/or public health agencies to respond to a disaster situation after the seismic event. **Un-reinforced masonry components shall be analyzed using the Discrete Element method.**

OBJECTIVES:

The following are two main objectives of this Total Design (TD) and Construction Support Services (CSS) Contract:

A. Assess seismic vulnerabilities of the bridge based on the latest edition of NYCDOT Seismic Design Criteria Guidelines for Critical Bridges.

The bridge components shall be analyzed for two earthquake levels as follows:

- **Lower Level** -- (500 years Return Period) having 10% of probability of **being exceeded** in 50 years.

No collapse, no damage to primary structural elements, minimal damage to other components, full access to normal traffic available immediately (allow a few hours for inspection).

- **Upper Level** -- (2,500 years Return Period) having 2% of probability of **being exceeded** in 50 years.

Performance during this level is defined as:

No collapse, repairable damage, limited access for emergency traffic within 48 hours, full service within month(s).

Preliminary retrofit recommendations shall be based on **latest edition** of NYCDOT Seismic Design Criteria Guidelines and NEHRP Seismic Provisions. **A site-specific ground motion based on the results of Geotechnical investigation shall be used in the seismic analysis.**

B. Evaluation of Bridge's Operating System.

Work items include the following:

- Design options for replacement of existing rack and pinions.
- Investigation, inventory and testing of bridge's electrical (power and control) system and operating machinery currently held in storage at various locations on site.
- Evaluate the Installation, connection and integration of the operating machinery and electrical system including end lift machinery, warning gates and barrier gates.
- Evaluate the need for any additional electrical or machinery components to the bridge's Operating System.
- Investigation, testing and evaluation of bridge's Fire and Security Alarm System
- Review of existing O&M Manuals; and recommendations for revisions and/or preparation of new O&M Manuals.
- Evaluate machinery room floor and wall enclosure.
- Investigate installation of Auxiliary Drive System for Bridge Operation including evaluation of existing Interim Drive machinery components for an auxiliary drive system.
- **Inspect** and evaluate existing water and sewer line connection at northeast gate house.
- Inspect, evaluate and submit recommendations for repair or replacement of existing swing span overlay.
- Inspect, evaluate and submit recommendations for replacement of swing span end dams.
- Inspect, evaluate and submit recommendations for repair or replacement of Operator House, Gate Houses and machinery room access doors, windows, walls, stainless steel shutters and furnishings etc.

PROJECT LIMITS:

Refer to Figure 1 for the limits of project.

TASKS:

The following major tasks and services shall be provided by the engineer for the bridge as part of Preliminary Design.

TASK 1 – COLLECTION OF INFORMATION:

- A. The Engineer shall gather all information and become familiar with the bridge and Approach Structures as necessary for performing the project tasks. This shall include the following:

1. Obtain from the Department files and become familiar with the design and as-built drawings for the bridge, including its foundations, abutments, machines and the electrical system installed on the bridge.
 2. Obtain all previous inspection reports, BRPR and Construction Contract Documents available for the subject Bridge. Become familiar with the changes made to the structure since original construction and all previous investigations that may include limited seismic assessment. Make field visits to verify and supplement information available on these reports.
 3. Obtain and review all available subsurface and soil boring information. This shall include the information that is available from the Department as well as from other sources.
 4. The Engineer shall develop and prepare a plan for the maintenance and protection of traffic if required during his field visits. The Engineer shall coordinate with the Office of Construction Mitigation and Coordination (OCMC) and other appropriate parties, such as Coast Guard, to develop proposed maintenance and protection of traffic plan(s). The Engineer, prior to the commencement of field visit(s), shall obtain all appropriate required approvals and permits.
 5. The Engineer shall prepare schedules and coordinate all activities of the subcontractors, suppliers, and sub consultants.
- B. The Engineer shall prepare an **Investigation Plan** for performing the seismic evaluation under this project. The plan shall outline and briefly discuss the approaches to be used for Tasks 2 through 6 below. It shall include but not be limited to the following information:
1. **Soil and rock properties. An adequate number of borings shall be obtained to determine soil and rock properties.**
 2. The procedure to determine the responses of the structure to seismic loads.
 3. The method to measure and evaluate ambient vibrations on the bridge components including instrumentation to be used.
 4. The computer modeling of various bridge structures for seismic analyses and the calculations of their vibration characteristics, including but not limited to the following
 - a. The computer programs to be used.
 - b. The modeling of superstructures and substructures, including masonry piers and abutments.
 - c. The modeling of all the foundations, including piles, caissons, etc.
 - d. The modeling of soil-structure interaction.
 - e. Vibration characteristics to be investigated.
 5. The performance-based methods of seismic analysis and evaluation of bridge performance and vulnerabilities, shall include but not limited to the following:
 - a. Method used for analysis (response spectrum, modal superposition, pushover, non-linear time history analysis).
 - b. Consideration of spatial variation effects for dynamic analysis and resulting differential movements of the bridge components.
 - c. Consideration of realistic structural damping.

- d. Seismic responses to be calculated.
 - e. Criteria for assessing bridge performance and vulnerabilities.
 - f. Acceptable capacity demand ratio for the two levels of seismic events and other criteria to determine acceptable performance.
6. The methods for assessing the seismic retrofit requirements.

Six copies of the Investigation Plan shall be submitted to the department for Review and approval.

TASK 2 - EVALUATION OF BRIDGE'S OPERATING SYSTEM:

In the preliminary design phase the Consultant shall perform the following:

- a. Inspect, test and evaluate the bridge's operating machinery and end machinery, including but not limited to, primary and secondary reducers, cross shafts, bearings, journals, pinions and pinion shafts, brake machinery, hand drive system, end lifts, centering devices etc. All of these machineries have been installed and/or stored at various locations on site. The work may include removal and reinstallation of inspection covers, removal and replacement of breather caps (including supplying new breather caps if necessary), drain and refill lubricating oils (including disposal of old and supply new lubricating oils if necessary). Provide riggers and laborers to open and remove covers, drain and refill lubricating oil and reinstall covers. Cost of rigging and labor necessary for this work shall be included in the cost proposal. Reducer inspections to be jointly performed by reducer manufacturer Philadelphia Gears or other similar gear manufacturers. Philadelphia Gears has published rates for this type of inspection work.

Additionally, the Department has identified the need for replacement of existing rack and pinions. The Consultant shall evaluate and provide recommendations for replacement of existing rack and pinions.

- b. Inspect, test and evaluate Bridge's existing electrical (power and control) system, including but not limited to, main drive motors, brake motors, MCC, PLC, Span Drives, Span Position Indicator Devices, Control Consoles, End Lifts and Centering Devices motors, Limit Switches, Warning and Barrier Gates etc. The work may include testing and measurement of operating characteristics of each of these devices. The Consultant may retain the services of a qualified Electrical Testing Company and jointly perform all the testing. Cost of the Testing Company services are to be included in the cost proposal. The Consultant is cautioned that some of the electrical components have already been installed and are currently in use by the current Interim Drive Operating System. Therefore the Consultant shall be responsible for disconnecting them prior to the testing and reconnecting them again after the testing so as not to interfere with the existing Interim Drive Operating System.
- c. Inspect, test and evaluate the bridges existing fire and security alarm system. The Consultant may retain the services of a qualified Fire and Security Alarm System Manufacturer/supplier and jointly perform all the testing. The cost of the Fire Alarm System Manufacturer's/supplier's services is to be included in the cost proposal.
- d. As part of the above inspection, testing and evaluation, the Consultant shall evaluate the need for any additional electrical/mechanical components as part of the performance evaluation of the bridge's operating system.

- e. The Consultant shall evaluate the installation of Auxiliary Drive System for bridge operation including the re-use of existing Interim Drive System components.
- f. The Consultant shall review the existing O&M Manuals for adequacy, and evaluate the need for modifying and/or preparing new Manuals for the new Operating System.
- g. The Consultant shall inspect the existing machinery room floor and assess the need for additional flooring where it is missing or additional flooring to support newly installed machinery.
- h. The Consultant shall inspect the existing water and sanitary sewer line connection to the northeast gate house and evaluate it for adequacy and/or conformance with the various NYCDEP requirements.
- i. The Consultant shall inspect, evaluate and submit recommendations for repair or replacement of existing swing span overlay and end dams.
- j. The Consultant shall inspect, evaluate and submit recommendations for repair or replacement of Operator House, gate houses and machinery room access doors, windows, walls, stainless steel shutters and furnishings.
- k. After completing all of the above tasks, the Consultant shall provide six copies of the detailed report of his findings and recommendations for testing, connecting, and integration of the Bridge's Operating System for the Department review and approval.

TASK 3 - GEOTECHNICAL REPORT:

A separate Geotechnical Foundation Report shall be prepared and shall be submitted to the Department for review.

To prepare Geotechnical Foundation Report, the Engineer shall research and review the available subsurface data and determine the need for additional Geotechnical Investigation Program for seismic analysis and foundation design (see Task 1). The Engineer shall submit his Geotechnical Investigation Program(s) and related specifications, to the Department for prior approval if additional subsurface exploration is required. The program submittal(s) shall describe the types, methods and purposes of tests to be conducted. Geotechnical Investigation shall include subsurface exploration, and its operations shall conform to traffic control requirements as stated in the contract under Task 1. The Department may review the investigation plan before granting such approval.

The Engineer shall perform the subsurface exploration, testing and obtain all necessary information regarding local soil in order to satisfy the seismic and foundation design requirements of the project.

The Engineer, in compliance with all applicable City/State/Federal regulations, shall retain the services of a qualified Geotechnical Investigation contractor to obtain the required soil/rock samples, to conduct in situ field-testing and installation of geotechnical instrumentation.

The Engineer, in compliance with all applicable City/State/Federal regulations, shall retain the services of a qualified testing laboratory to perform the approved tests on soils/rock.

Geotechnical Foundation Report shall discuss the subsurface conditions along the bridge alignment, provide seismic geotechnical parameters required for structural modeling, investigate vulnerability, for the City supplied T/H records for acceleration, velocity, displacement as input for excitation of computer models, etc. This report shall help establish the adequacy of existing foundations under these seismic loads, and recommend foundation remedial measures and their costs, if needed.

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

1. Description of the structure
2. Provide boring logs, soil profile(s), laboratory and field test results, and ground water information.
3. Interpretation and analysis of subsurface data.
4. Static and seismic geotechnical parameters required for foundation design, soil structure interaction, and structural modeling in Task 5.
5. Liquefaction potential of subsurface soils.
6. Adequacy of existing foundations under seismic loads. If foundations are found to be inadequate, recommend remedial measures and their costs.
7. Foundations retrofit recommendations.
8. Discussion of anticipated construction problems and solutions.
9. Pictures and exhibits as required.
10. List of computer programs to accomplish the tasks.

Six copies of the Geotechnical Report shall be submitted to the department for Review.

TASK 4 – VIBRATION MEASUREMENTS ON STRUCTURE:

The Engineer shall commence work on this task only after authorization from the Department. The Department shall review the Investigation Plan before granting such authorization. The work on this task may proceed concurrently with Task 2 and 4.

The Engineer shall make field vibration measurements on the bridge in order to obtain vibration characteristics of the structure, for comparison with and verification and validation of computer model of analytical result under Task 3. For this purpose the Engineer may install instrumentation. The process acquiring the services of a qualified engineer for the instrumentation to be installed and measurements to be made is subject to the approval of the Department and shall also comply with applicable City/State/Federal regulations and specifications for such work.

The Engineer shall prepare and submit to the Department a report for this task. The report shall include the results of the analysis for the measured vibrations, with identification of natural vibration modes, **damping ratios**, and frequencies.

TASK 5– MODELING AND CALCULATION OF VIBRATION CHARACTERISTICS:

The Engineer shall commence work on this task after the Department has granted such authorization upon our review of the Investigation Plan (Task 1). The work on this task may proceed concurrently with Tasks 2 and 3.

The Engineer shall develop analytical computer model of the bridge to be used for the analyses under this project. The Engineer shall also calculate the vibration characteristics of the bridge relevant to understanding its dynamic behavior, which may also be necessary for dynamic seismic analysis (Task 5). The vibration characteristics to be calculated shall include, but not limited to natural frequencies, mode shapes, modal participation factors and composite modal damping if applicable. The vibration characteristics obtained by field measurement under Task 3 shall be compared with those calculated under this task to verify the computer model for the bridge structure developed under this task.

The Engineer shall prepare and submit to the Department six copies of a report on this task. The report shall include the following:

1. Description of the model, with all properties defined, and computer plots of the model. The modeling should be done for both the cracked and uncracked conditions.
2. Printout for analyses performed for Eigenvalues and plots of the mode shapes.
3. Vibration characteristics calculated, with a discussion of the significance of the modes for two horizontals and a vertical component of seismic activity and appropriate combination thereof.
4. Justification or basis for the representations and approximations used in modeling the bridge and tower structure, including those for the following:
 - a. Soil effects
 - b. Masonry piers, abutments and foundations
 - c. Piles and caissons
5. Comparison with vibration characteristics obtained under Task 3. Model shall be revised till comparison of vibration obtained by analytical method and field measurements agree within tolerable limits to ensure that modeling represents actual behavior.

TASK 6 –EVALUATION OF BRIDGE VULNERABILITIES:

The Engineer shall commence work on this task only after authorization from the Department.

The Engineer shall perform seismic analyses of the bridge structure, including its foundations, piers and abutments as required by seismic design and bridge performance criteria. The analyses shall take into account all significant aspects of the structure; its support and site, including but not limited to following:

1. Soil – structure interaction effects, where appropriate.
2. Spatial variation of seismic ground motion, including its dynamic effects as well as the differential movement effects at supports.

3. Soil Liquefaction.
4. One vertical and two horizontal components of ground motion acting simultaneously at two seismic levels. Their components shall be **combined using the CQC method**.

Utilizing the results of the seismic analyses, the Engineer shall identify and quantify all seismic vulnerabilities of the project bridge(s). The bridge components analyzed shall include, but not limited to:

1. Expansion joints and their connections
2. Truss members and their connections
3. Columns, Masonry Piers and Footings: Anchorage, Splices, Shear capacity, Confinement, Footing Rotation and adequacy of piles
4. Abutments
5. Bearings
6. Un-reinforced masonry components

All deficient conditions shall be noted and their effect on the integrity of the bridge during each seismic event shall be discussed in detail.

The Engineer shall prepare and submit to the Department eight copies of the report for this task. The report shall describe and document adequately the work performed under this task, and shall include the results of analyses performed, computer printouts and disk files of these analyses. Input and output data sheets shall be included in the appendices of the report. The computer disk files shall be in a format compatible with the NYCDOT computers and results be able to be easily reviewed.

TASK 7 - SEISMIC ASSESSMENT REPORT (SAR):

The Engineer shall evaluate and make conceptual retrofit designs to remedy the bridge vulnerabilities identified under Task 5 in a practical and cost effective manner. The Engineer shall present his retrofitting schemes, including cost estimate tables, for each deficient condition for each level. The Engineer shall recommend an overall retrofitting scheme for the bridge, which is based on the worst level or a combination thereof. The Engineer shall prepare and submit to the Department eight copies of the report on the seismic retrofit assessments.

The Engineer shall also prepare and submit to the Department an overall Seismic Assessment Report (SAR) for Project Bridge. The report shall combine summary of all the reports submitted separately for each task. The Engineer shall submit eight copies of a draft of the assessment report. Upon receiving comments from the department, twelve copies of the final assessment report shall be submitted. This report shall include all information needed for future seismic retrofit of the bridge.

TASK 8 – MISCELLANEOUS:

Under this task the Engineer shall provide design services to address flag conditions discovered during the design phase as requested by the Department as required. The Engineer shall also provide other design related services for the bridge as requested by the Department.

TASK 9 – PRELIMINARY PLANS:

The Engineer shall commence work on this task only after authorization from the Department.

- a. Upon notice to proceed of the selection of the retrofit scheme by the Department, the Engineer shall prepare Preliminary Plans, based on the approved scheme for retrofitting the bridge structure. The Preliminary Plans shall show sufficient details to ensure constructability of the proposed schemes to serve as a basis for the development of the final Contract Documents. In addition, the Engineer shall provide detailed MPT drawings. The Preliminary Plans shall also include a separate itemized scope of work. The Preliminary Plan submission shall include an up to date itemized cost estimate.
- b. The Engineer shall submit six sets of the Draft Preliminary Plans to the Department for review. Upon incorporation of all comments received from the Department, the Engineer shall resubmit three sets of the revised Preliminary Plans to the Department for approval.
- c. The Engineer shall submit complete sets of the Preliminary Plans to all affected agencies (written receipts required), as determined by the Commissioner, for their review. An all agency conference and a separate OCMC meeting will subsequently be held to receive their comments, at which the Engineer shall attend. All comments as approved by the Commissioner shall be incorporated into the Preliminary Plans.
- d. The Engineer shall submit six sets of the approved Preliminary Plans to the Commissioner.
- e. Construction Duration

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

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

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

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

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

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

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

TASK 10 – FINAL DOCUMENTS FOR PRELIMINARY DESIGN:

- a. Upon completion and approval of the Seismic Assessment Report and Preliminary Plan(s), the Engineer Shall prepare and hand deliver to the Commissioner the following final documents, which shall be labeled, bound, and indexed in an orderly fashion:
 1. A complete set of the Preliminary Plans on reproducible drafting film. In addition, if any drawings were prepared using CADD, the Engineer shall also submit to the Department two copies of the CADD diskettes.
 2. Ten copies of the completed Final Bridge Seismic Assessment Report including copies of all special commercially available computer programs used for analysis of soil, soil structure, and structure.
 3. Original design calculations. The submission of computerized calculations must include, but is not limited to, diskettes and written details of all programming information and results.
 4. Originals/copies of all correspondence and data pertinent to the project. All correspondence shall be numbered, bound, and submitted with a typed index.
 5. The Engineers certification that all applicable Departmental Standards, Directions, Rules, Regulations, and Guidelines have been conformed to.
 6. All materials shall be packaged and delivered to the Commissioner in temporary file-type cartons, together with an index.

7. This submission shall be subject to departmental review and approval.
- b. The Engineer shall submit additional four copies of the final preliminary bridge Seismic Assessment Report (SAR) to the New York City Department of Records and Information Services, Acquisitions unit.

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

FINAL DESIGN:

1. The preparation of the Advanced Plans Submission. This submission shall consist of 90% complete plans, 90% complete specification book(s), 90% complete special specifications, and 90% complete itemized estimate(s) for each of the project bridge(s) called for in this Contract. In each instance, 90% complete means equal to 90% of a Final Contract Bid Document submission.
2. The preparation of Final Contract Bid Documents, for each of the project bridge(s) called for in this Contract. This requires the submission for approval of Final Plan Submission(s) and PS&E submission(s), and the submission of Final Contract Bid Documents for use in the construction contract bidding process.
3. The performance of a Bid Analysis of the bids received on the project bridge(s) resulting from this contract. Microfilming and indexing services and the delivery of Final Contract Document Records are also part of this task.
4. Project coordination, as an ongoing task during the performance of all other tasks and services.

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

CONSTRUCTION SUPPORT SERVICES (CSS):

1. Shop Drawing Review Services, consisting of review and approval of shop and working drawings, and review and approval of Contractor's construction procedures/practices.
2. Specialized Engineering Services consisting of the performance of any redesign resulting from unanticipated field conditions uncovered during construction.
3. Attend liaison, process, coordination and other such meetings when required by the Department.
4. The Engineer shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they apply to "Value Engineering" that is proposed by the Contractor.

The Engineer specifically agrees that:

1. His/Her subcontractor's agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform;
2. He/She will comply with the provisions of the Labor Law and all State Laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of the Agreement and;
3. He/She will secure all licenses and permits, if any, that are necessary for the performance of his duties under this Contract.

In fulfillment of provision (1) above, the Engineer shall submit a resume for each employee prior to assignment to the Contract, for review and approval by the Agency. Employees shall be Professional Engineers licensed in the State of New York if their ASCE/NICET grade, as shown in Table I, requires that they be Professional Engineers. No substitutions for approved employees shall be permitted until the resume of the replacement employee is approved. The Commissioner, or duly authorized representative, shall have the right at all times to inspect the work of the Engineer.

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

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

TABLE 1
SEISMIC EVALUATION AND RETROFIT OF
MADISON AVENUE BRIDGE

TIME OF COMPLETION SCHEDULE

The following are Calendar Day Requirements:

Target 1	Target 2	Target 3	Target 4	Target 5	Target 6
30	60	120	180	240	255
Target 7	Target 8	Target 9	Target 10	Target 11	Target 12
275	365	458	548	913	1095

A. Target 13

1221

NOTES:

Target Date 1:

The Engineer shall complete all data collection, review of existing plans and submit investigation plan within these many Calendar Days from Notice to Proceed.

Target Date 2:

The Engineer shall complete geotechnical investigation within these many Calendar Days from Notice to Proceed.

Target Date 3:

The Engineer shall submit Geotechnical Foundation Report within these many Calendar Days from Notice to Proceed.

Target Date 4:

The Engineer shall complete field measurements of vibration characteristics of the structures within these many Calendar Days from Notice to Proceed. The Engineer shall also complete all field inspection, testing and measurements of Bridge's Operating System within these many calendar days from Notice to Proceed.

Target Date 5:

The Engineer shall complete development of bridge models, comparison of field measured and theoretical vibration characteristics of the project bridge within these many Calendar Days from Notice to Proceed. The Engineer shall also complete all the evaluation of Bridge's Operating System within these many calendar days from Notice to Proceed

Target Date 6:

The Engineer shall complete structural analysis and evaluation of bridge performance within these many Calendar Days from Notice to Proceed.

Target Date 7:

The Engineer shall complete seismic retrofit assessment. The Engineer shall also simultaneously complete the evaluation of the Bridge's Operating System and submit a combined Draft Bridge Rehabilitation Project Report (BRPR) to the Commissioner within these many Calendar Days from Notice to Proceed.

Target Date 8:

The Engineer shall address all review comments by the Agency, revise the Draft BRPR as necessary and submit the Final BRPR to the Commissioner within these many Calendar Days from Notice to Proceed.

Target Date 9:

The Engineer shall submit Draft Preliminary Plans to the Commissioner within these many Calendar Days from Notice to Proceed.

Target Date 10:

The Engineer address all review comments by the Agency, revise the Draft Preliminary Plans as necessary and shall submit the Final Preliminary Plans, Reports and all other documents as required by the contract to the Commissioner within these many Calendar Days from Notice to Proceed.

IF FINAL DESIGN IS TO BE DONE IN THIS CONTRACT, THEN THE FOLLOWING TASKS SHALL BE COMPLETED PER RECOMMENDED CALENDAR DAYS.

Target Date 11:

The Engineer shall submit Advance Design Plans to the Commissioner within these many Calendar Days from Notice to Proceed.

Target Date 12:

The Engineer shall submit plans, specifications and itemized estimates (P.S. & E) to the Commissioner within these many Calendar Days from Notice to Proceed.

Target Date 13:

The Engineer shall perform bid analysis and submit final documents as required by the contract to the Commissioner within these many Calendar Days from Notice to Proceed.

I. GENERAL REQUIREMENTS

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

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

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

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

1. PRELIMINARY DESIGN

- a) The performance of an In-Depth Inspection including field survey for the superstructure and the substructure.
- b) The performance of a Soil Investigation Program / Geotechnical Foundation Report.
- c) The preparation of a Bridge Deck Evaluation Report and where required by the Project Bridge Data Sheets(s), the preparation and supervision of a Concrete Coring Program(s).
- d) The preparation of Bridge Load Ratings.
- e) The performance of Seismic Assessment.
- f) The preparation of an accident report analyzing the past three years of accident data collected from the New York City Police Department at Police Plaza. Report shall include identification of all accidents attributable to geometric features of the bridge and approaches.
- g) The preparation of a Bridge Reconstruction Project Report (BRPR) including all results and recommendations of the In-Depth Inspection, Bridge Deck Evaluation Report, Bridge Load Rating, Seismic Assessment and Investigation of Design Alternatives.
- h) The preparation of Preliminary Plans, including a detailed Right-of-Way map, for the approved design alternative.
- i) Project coordination, as an ongoing task during the performance of all other tasks and services.

At the completion of Preliminary Design, the NYCDOT will decide whether to continue to Final Design under this Contract or have the tasks associated with Final Design completed

under a new Consultant Design Contract. In no event shall the firm proceed to Final Design until written authorization is received from the NYCDOT.

2. FINAL DESIGN

- a) The preparation of the Advanced Plans Submission. This submission shall consist of 90% complete plans, 90% complete specification book(s), 90% complete special specifications, and 90% complete itemized estimate(s) for each of the project bridge(s) called for in this Contract. In each instance, 90% complete means equal to 90% of a Final Contract Bid Document submission.
- b) The preparation of Final Contract Bid Documents, for each of the project bridge(s) called for in this Contract. This requires the submission for approval of Final Plan Submission(s) and PS&E submission(s), and the submission of Final Contract Bid Documents for use in the construction contract bidding process.
- c) The performance of a Bid Analysis of the bids received on the project bridge(s) resulting from this contract. Microfilming and indexing services and the delivery of Final Contract Document Records are also part of this task.
- d) Project coordination, as an ongoing task during the performance of all other tasks and services.

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

3. CONSTRUCTION SUPPORT SERVICES

- a) Shop Drawing Review Services, consisting of review and approval of shop and working drawings, and review and approval of Contractor's construction procedures/practices.
- b) Specialized Engineering Services consisting of the performance of any redesign resulting from unanticipated field conditions uncovered during construction.
- c) Attend liaison, process, coordination and other such meetings when required by the Department.
- d) The Consultant shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they apply to "Value Engineering" that is proposed by the Contractor.

The Consultant specifically agrees that:

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

- f) it shall not subcontract more than 49% of the contract work;
- g) it will comply with the provisions of the New York State Labor Law and all State Laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of the Agreement and;
- h) it will secure all licenses and permits, if any, that are necessary for the performance of its duties under this Contract.

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

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

All office diaries, engineers' and inspectors' diaries, daily records of labor, materials and equipment used, notes, designs, reports including laboratory and plant inspection reports, drawings, tracings, estimates and specifications prepared and furnished by the Consultant shall become the property of the City upon their approval and acceptance in writing by the Commissioner or upon the termination of the Consultant's services, pursuant to Appendix "A2" of this Agreement. The Consultant shall deliver to the Commissioner all said diaries, daily records of labor, material and equipment used, notes, designs, reports, drawings, tracings, estimates and specifications, which there-after the City may utilize in whole or in part or in modified form and in such manner of for such purposes or as many times as it may deem advisable, without employment of or additional compensation to the Consultant.

SECTION VII

B) GENERAL PROVISIONS (APPENDIX A2)

APPENDIX A2

**GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS,
PROFESSIONAL AND TECHNICAL SERVICES**

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APPENDIX A2

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL AND TECHNICAL SERVICES

ARTICLE 1. DEFINITIONS

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

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

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 PROCUREMENT OF CONTRACT

- A. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Contract and the City relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the Agency shall have the right to annul this Contract without liability,

entitling the City to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Contract.

2.2. CONFLICT OF INTEREST

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

2.3 FAIR PRACTICES

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

- A. The prices in this Contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this Contract and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the bid or proposal opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a bid or proposal for the purpose of restricting competition. The fact that the Contractor (a) has published price lists, rates, or

tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

ARTICLE 3. AUDIT BY THE DEPARTMENT AND CITY

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

ARTICLE 4. COVENANTS OF THE CONTRACTOR

4.1 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

- (2) forms of compensation, layoff, termination, and all other terms and conditions of employment;**
- (3) Will not engage in any unlawful discrimination in the selection of Subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;**
- (4) Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;**
- (5) Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and**
- (6) Will furnish all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50 rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.**

B. The Contractor understands that in the event of its noncompliance with nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the Contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- (i) disapproval of the Contractor;**
- (ii) suspension or termination of the Contract;**
- (iii) declaring the Contractor in default;**
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.**

- C. The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be non-responsible.**
- D. The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.**
- E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a Subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.**

6.20 NOISE CONTROL CODE PROVISIONS

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

6.21 LIQUIDATED DAMAGES

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

6.22 COPIES OF REPORTS

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

6.23 CONTRACTOR'S PERFORMANCE EVALUATION

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

6.24 CONTRACT CHANGES

- A. Changes may be made to this Contract only as duly authorized by the Agency Chief Contracting Officer or the Agency Chief Contracting Officer's designee. Contractors deviating from the requirements of an original purchase order or Contract without a duly approved change order, do so at their own risk. All such changes, modifications and amendments will become part of the original Contract.**
- B. Contract changes will be made only for work necessary to complete the work included in the original scope of the Contract, and for non-material changes to the scope of the Contract. Changes are not permitted for any material alteration in the scope of the work.**
- C. Changes may include any one or more of the following:**
 - 1. Specification changes to account for design errors or omissions;**
 - 2. Changes in Contract amount due to authorized additional or omitted work. Any such changes require appropriate price and cost analysis to determine reasonableness. In addition, except**

for non-construction requirements contracts, all changes that cumulatively exceed the greater of ten percent of the original Contract amount or \$100,000 shall be approved by the City Chief Procurement Officer (CCPO) (for non-construction contracts) or the Director of the Office of Construction (for construction and construction-related contracts);

3. Extensions of a Contract term for good and sufficient cause for a cumulative period not to exceed one (1) year from the date of expiration of the current Contract. Requirements contracts shall be subject to this limitation;
4. Changes in delivery location;
5. Changes in shipment method; and
6. Any other changes not inconsistent with the PPB Rules.

D. Any Contractor may be entitled to a price adjustment for extra work performed or to be performed pursuant to a written change order. If any part of the Contract work is necessarily delayed by a change order, the Contractor may be entitled to an extension to time of performance. Adjustments to price shall be validated for reasonableness by using appropriate price and cost analysis.

6.25 RESOLUTION OF DISPUTES

- A. Except as provided in A(1) and A(2) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy Board (“PPB Rules”). This procedure shall be the exclusive means of resolving any such disputes.
1. This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.
 2. For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the vendor’s work to the contract, and the acceptability and quality of the vendor’s work; such disputes arise when the Engineer,

Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the vendor disagrees.

- B. All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.**
- C. During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the vendor shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer (“ACCO”) or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any and all claims being presented pursuant to this section and a material breach of contract.**
- D. Presentation of Dispute to Agency Head.**
 - 1. Notice of Dispute and Agency Response. The vendor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the vendor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the vendor to produce any requested material whose relevancy the vendor has not disputed, or whose**

relevancy has been affirmatively determined, shall constitute a waiver by the vendor of its claim.

2. **Agency Head Inquiry.** The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the vendor and the ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other vendor with a contract related to the work of this contract and that vendor shall be bound by the decision of the Agency Head. Any vendor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the vendor initiating the dispute.
 3. **Agency Head Determination.** Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.
 4. **Finality of Agency Head Decision.** The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the vendor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the vendor and more favorable to the City than the decision of the Agency Head.
- E. **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the vendor to the CDRB, the vendor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.
1. **Time, Form, and Content of Notice.** Within thirty (30) days of receipt of a decision by the Agency Head, the vendor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief

statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the vendor to the agency, including the Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. **Agency Response.** Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
3. **Comptroller Investigation.** The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.
4. **Opportunity of Comptroller to Compromise or Adjust Claim.** The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in E(3) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the vendor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The vendor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. The chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB's

functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. **The City Chief Procurement Officer (“CCPO”) or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated , and**
3. **A person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.**

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.

1. **Form and Content of Petition by Vendor. The vendor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the vendor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the vendor to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the vendor to, the Comptroller’s Office. The vendor shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH’s offices, with proof of service on the Corporation Counsel. In addition, the vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.**
2. **Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH’s offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause**

or, upon the consent of the parties, for an initial period of up to thirty (30) days.

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

proceeding that was not presented to the CDRB in accordance with Section 4-09 of the PPB Rules.

- H. Any termination, cancellation, or alleged breach of the contract prior to or during the pendency of any proceedings pursuant to this section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this section.

6.26 EXTENSION OF TIME FOR PERFORMANCE CONSTRUCTION AND CONSTRUCTION RELATED ONLY

- A. If performance by the Contractor is delayed for a reason set forth in the Contract, the Contractor may be allowed a reasonable extension of time in conformance with this Section and with the Rules of the Procurement Policy Board.
- B. Any extension of time may be granted only by the Agency Chief Contracting Officer or by the Board for the Extension of Time (as set forth below) upon written application by the Contractor.
- C. **Grounds for Extension** – If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work caused solely: (i) by the acts or omissions of the City, its officers, agents or employees; or (ii) by the actions or omissions of other contractors on this project; or (iii) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor). The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the Commissioner or the Board may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all the requirements of Article 9, 10, and 11 of Chapter III, “Time Provisions”, of the City of New York Standard Construction Contract, effective October 2000, as amended.
- D. **Extension for Concurrent Causes of Delay** – The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the ACCO or the Board for Contract Time Extension irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his/her Subcontractors or materialmen, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

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

E. 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.**



New York City
Department of Transportation

**PROCEDURES
FOR
BRIDGE RECONSTRUCTION
PROJECT REPORT**

UPDATED JANUARY 2004

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

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PROCEDURES
FOR
BRIDGE RECONSTRUCTION PROJECT REPORT

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

1. PURPOSE:

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

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

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

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

2. BRIDGE PLANS AND REPORTS:

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

- A) The latest Bridge Inspection and Condition Report and Bridge Inventory. If not available from the City, the Engineer shall obtain them from the NYSDOT.
- B) The plans of the existing bridge. Note: Where plans are not available, or the available existing plans are inadequate, the Engineer shall take field measurements of the existing structure to the extent necessary, in order to perform load ratings (inventory and operating) and prepare the BRPR (i.e. existing framing plans, existing cross sections and elevations, etc.) and the Preliminary Plans.

3. BRIDGE RECONSTRUCTION PROJECT REPORT

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

- 3.1 Traffic Study
- 3.2 Maintenance and Protection of Traffic Plans
- 3.3 Planning Statement - Determination of Permits
- 3.4 Hydraulic Report
- 3.5 Soil Investigation Program / Geo-technical Foundation Report
- 3.6 Foundation Design Requirements
- 3.7 Statement of Hazardous Material
- 3.8 Substandard Features
- 3.9 In-Depth Inspection Report - Under-deck Inspection
- 3.10 Load Ratings
- 3.11 Bridge Deck Evaluation Report
- 3.12 Seismic Assessment
- 3.13 Utilities
- 3.14 Aesthetics
- 3.15 Plans and Sections
- 3.16 Land Use Assessment
- 3.17 Recommendations, Estimates and Conclusions
- 3.18 Original Color Photos
- 3.19 Video Tape

3.1 TRAFFIC STUDY

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

The following information shall be provided:

1. TRAFFIC COUNTS

A. VEHICULAR TRAFFIC COUNTS:

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

B. PEDESTRIAN TRAFFIC COUNTS:

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

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

C. BICYCLE TRAFFIC COUNTS:

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

D. TURNING MOVEMENT COUNTS:

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

2. TYPE OF TRAFFIC:

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

3. Projected future traffic based on a “No-built” scenario. Future traffic shall be projected based on annual traffic growth rate provided to the Engineer by the NYCDOT Office of Traffic Planning. Future traffic shall be estimated for a 20-year time span.
4. Level of service for both present and future vehicular and pedestrian traffic. Explain methodology used to arrive at the LOS for both present and future traffic. This includes both method of analysis and software used to calculate the LOS.

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

3.1.2 ACCIDENT REPORT

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

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

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

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

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

3.1.3 BICYCLE FACILITIES REPORT

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

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

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

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

3.2 MAINTENANCE AND PROTECTION OF TRAFFIC PLANS

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

- a. Full bridge closure to vehicular (and pedestrian) traffic.
- b. Least Impact to the Traveling Public (vehicles and pedestrians) - The considerations/issues involved may be numerous: various staging plans; off peak work hours (night time, weekends); effects on quality of reconstructed bridge; etc. This may involve the investigation (and presentation) of more than one alternative.
- c. Least Impact on the Community - The community shall include the areas immediately adjacent to the bridge, and may also include those communities impacted by detouring traffic and / or other adverse consequences of the construction.

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

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

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

3.3 PLANNING STATEMENT

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

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

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

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

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

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

3.3.1 DETERMINATION OF PERMITS

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

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

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

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

3.5 SOILS INVESTIGATION PROGRAM / GEO-TECHNICAL FOUNDATION REPORT

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

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

3.6 FOUNDATION DESIGN REQUIREMENTS

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

3.7 STATEMENT OF HAZARDOUS MATERIALS

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

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

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

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

3.7.1 LEAD PAINT AND COATINGS

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

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

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

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

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

3.7.2 SOIL CONTAMINATION

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

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

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

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

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

3.7.3 UNDERGROUND STORAGE TANKS

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

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

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

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

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

3.7.4 ASBESTOS-CONTAINING MATERIALS

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

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

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

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

3.8 SUBSTANDARD FEATURES

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

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

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

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

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

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

3.9 IN-DEPTH INSPECTION REPORT AND FIELD SURVEY

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

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

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

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

3.9.1 UNDER-DECK INSPECTIONS

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

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

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

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

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

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

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

3.9.2 FLAGGED CONDITIONS

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

3.10 LOAD RATINGS

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

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

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

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

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

Discussion of the analysis; which includes:

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

Discussion of results; which includes:

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

Conclusions; which includes:

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

Recommendations; which includes:

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

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

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

LEVEL 1 LOAD RATING SUMMARY SHEET

Region/County _____ BIN _____

Feature(s) Carried and Crossed _____

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

OVERALL BRIDGE RATINGS (BASED ON LOWEST RATED ELEMENTS):

Total number of rating units _____

	M18	inventory	M18	operating	MS18	inventory	MS18	operating
Rating	<u>M18</u>	<u>(MT)</u>	<u>M18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>
Lowest rated element	_____		_____		_____		_____	
Analysis method	_____		Comments		_____			

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

Main member ratings

	M18	inventory	M18	operating	MS18	inventory	MS18	operating
Rating	<u>M18</u>	<u>(MT)</u>	<u>M18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>
Lowest rated element	_____		_____		_____		_____	
Analysis method	_____		Comments		_____			

Floor beam ratings

	M18	inventory	M18	operating	MS18	inventory	MS18	operating
Rating	<u>M18</u>	<u>(MT)</u>	<u>M18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>
Lowest rated element	_____		_____		_____		_____	
Analysis method	_____		Comments		_____			

Stringer ratings

	M18	inventory	M18	operating	MS18	inventory	MS18	operating
Rating	<u>M18</u>	<u>(MT)</u>	<u>M18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>	<u>MS18</u>	<u>(MT)</u>
Lowest rated element	_____		_____		_____		_____	
Analysis method	_____		Comments		_____			

Certified by _____ Date _____

Quality Control Engineer Signature _____ Date _____

Agency or Company represented by certifier _____

Notes:

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

LEVEL 1 LOAD RATING CONTINUATION SHEET

Region/County _____

BIN _____

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

Individual Rating Unit Level 1 values:

Rating unit span(s) _____

Main member ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	<u>M18</u> (MT)	<u>M18</u> (MT)	<u>MS18</u> (MT)	<u>MS18</u> (MT)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____			
	Comments _____			

Floor beam ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	<u>M18</u> (MT)	<u>M18</u> (MT)	<u>MS18</u> (MT)	<u>MS18</u> (MT)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____			
	Comments _____			

Stringer ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	<u>M18</u> (MT)	<u>M18</u> (MT)	<u>MS18</u> (MT)	<u>MS18</u> (MT)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____			
	Comments _____			

Individual Rating Unit Level 1 values:

Rating unit span(s) _____

Main member ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	<u>M18</u> (MT)	<u>M18</u> (MT)	<u>MS18</u> (MT)	<u>MS18</u> (MT)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____			
	Comments _____			

Floor beam ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	<u>M18</u> (MT)	<u>M18</u> (MT)	<u>MS18</u> (MT)	<u>MS18</u> (MT)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____			
	Comments _____			

Stringer ratings

	M18 inventory	M18 operating	MS18 inventory	MS18 operating
Rating	<u>M18</u> (MT)	<u>M18</u> (MT)	<u>MS18</u> (MT)	<u>MS18</u> (MT)
Lowest rated element	_____	_____	_____	_____
Analysis method	_____			
	Comments _____			

LEVEL 1 LOAD RATING SUMMARY SHEET

Region/County _____ BIN _____

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

Individual Rating Unit Level 1 values:

	ratings	Rating unit span(s) _____			
	M18 inventory	M18 operating	MS18 inventory	MS18 operating	
Rating	<u>M18 (MT)</u>	<u>M18 (MT)</u>	<u>MS18 (MT)</u>	<u>MS18 (MT)</u>	
Lowest rated element	_____	_____	_____	_____	
Analysis method	_____				

	ratings	Rating unit span(s) _____			
	M18 inventory	M18 operating	MS18 inventory	MS18 operating	
Rating	<u>M18 (MT)</u>	<u>M18 (MT)</u>	<u>MS18 (MT)</u>	<u>MS18 (MT)</u>	
Lowest rated element	_____	_____	_____	_____	
Analysis method	_____				

	ratings	Rating unit span(s) _____			
	M18 inventory	M18 operating	MS18 inventory	MS18 operating	
Rating	<u>M18 (MT)</u>	<u>M18 (MT)</u>	<u>MS18 (MT)</u>	<u>MS18 (MT)</u>	
Lowest rated element	_____	_____	_____	_____	
Analysis method	_____				

Individual Rating Unit Level 1 values:

	ratings	Rating unit span(s) _____			
	M18 inventory	M18 operating	MS18 inventory	MS18 operating	
Rating	<u>M18 (MT)</u>	<u>M18 (MT)</u>	<u>MS18 (MT)</u>	<u>MS18 (MT)</u>	
Lowest rated element	_____	_____	_____	_____	
Analysis method	_____				

	ratings	Rating unit span(s) _____			
	M18 inventory	M18 operating	MS18 inventory	MS18 operating	
Rating	<u>M18 (MT)</u>	<u>M18 (MT)</u>	<u>MS18 (MT)</u>	<u>MS18 (MT)</u>	
Lowest rated element	_____	_____	_____	_____	
Analysis method	_____				

	ratings	Rating unit span(s) _____			
	M18 inventory	M18 operating	MS18 inventory	MS18 operating	
Rating	<u>M18 (MT)</u>	<u>M18 (MT)</u>	<u>MS18 (MT)</u>	<u>MS18 (MT)</u>	
Lowest rated element	_____	_____	_____	_____	
Analysis method	_____				

3.11 BRIDGE DECK EVALUATION REPORT

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

3.12 SEISMIC ASSESSMENTS

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

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

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

3.12.1 CRITICAL BRIDGES

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

- a) Time history of rock motions per latest NYCDOT Seismic Design Criteria Guidelines.
- b) All the three (3) direction ground motion shall be considered
- c) Performance Criteria and Seismic Hazard Level for design and evaluation of bridges per latest NYCDOT Seismic Design Criteria Guidelines.
- d) Multimode Spectral Analysis.
- e) Site-Specific Soil Effects.
- f) Soil-Structure Interaction.

3.12.2 ESSENTIAL OR OTHERS BRIDGES

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

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

- b) Performance Criteria and Seismic Hazard Level for design and evaluation of all bridges excluding single span bridges and tunnel as per latest NYC DOT Seismic Design Criteria Guidelines.
- c) Soil acceleration response spectra per NYCDOT Seismic Design Criteria Guidelines except soil Class F.
- d) For soil Class F, if present site-specific analyses shall be performed.
- e) Multi-Mode spectral analysis for multi-span bridges of any type.

3.12.3 EXISTING BRIDGES

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

- a) All the three (3) directions of ground motions shall be considered.
- b) Calculating the capacity (C) / Demand (D) ratios for each of the potential modes of failure for all the critical components as specified in to establish the vulnerability of bridges during seismic event. In general, the components for which seismic capacity/demand ratios should be calculated for the following items: expansion joints and bearings, support length, lateral load capacity, deck joints, and abutments.
- c) Pushover analysis for each bent / pier to establish their ultimate capacities.
- d) Provide seismic protective systems to reduce seismic demand and eliminate all vulnerabilities identified, if feasible.
- e) Strengthen structural details, if required, to ensure that there are no premature failures of bridge components.
- f) Retrofit foundation / footing, if required.

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

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

3.12.4 NEW BRIDGES

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

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

- a) All the three (3) directions of ground motions shall be considered.
- b) Install seismic protective system to reduce seismic demand, if feasible.
- c) Provide adequate displacement and ductility capacity for bridge system to ensure complying with seismic performance criteria.
- d) Attention to detailing, especially in regard to the potential plastic hinge zones, location of splices in rebar's, and the requirement of the hooks of rebar's.
- e) Set bridge components' shear strength higher than flexural strength to ensure there will be no brittle or sudden bridge failure.
- f) Design foundation / footing conservatively to avoid costly future retrofitting.

3.13 UTILITIES

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

1. All existing as well proposed utilities shall be accurately located on the bridge plans.
2. Existing as well as proposed utilities will be relocated in bays between longitudinal members under sidewalks.
3. In situation when all utilities and their appurtenances can not be located or fit under the sidewalk, a request for waiver with justification will be required to be made to and approved by the Deputy Chief Engineer in final design.
4. Utilities will be supported or suspended by separate or independent support system attached to the main longitudinal members of the bridge and not to or thru the slab.
5. Utilities will not be supported on diaphragms and will not be embedded in any structural concrete.
6. Adequate horizontal and vertical clearances for inspection and maintenance will be maintained between utilities and structural components.

7. Utilities (and all supports) must be 1 ½” (38mm) above the bottom of superstructure and 1” (25mm) below the bottom of the deck of the superstructure.
8. All private utility work will be excluded from the DOT contracts and will be performed in accordance with the provision of Section ‘U’ to be incorporated in the contract document.
9. Utility manholes or valve boxes will not be located on the bridge structure, or attached to the railings and barriers (except electrical lines and boxes for street lighting) and manholes & chambers required for utilities shall be located beyond the approach slab.
10. All costs for and associated with all private utility work will be borne by the owning private utility companies.
11. The designer should note that sizes and numbers of utilities to be accommodated on the bridge may impact proposed alternates for bridge reconstruction as well as alternate to be recommended. For example, when large numbers of utilities are to be located under the bridge, superstructure with box beams is less suitable design. Hence, the designer shall review and address requirements of utilities to be installed on the bridge very carefully in design at the BRPR stage.

3.14 AESTHETICS:

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

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

3.15 PLANS, ELEVATIONS, AND SECTIONS

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

3.16 LAND USE ASSESSMENT

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

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

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

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

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

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

- Identify property owners' names. The current owner of each parcel must be identified, by research in the New York City Department of Real Estate (Tax Office).
- Delineate occupancy of each parcel, which is contiguous to the project, must be identified, by field research, regardless of whether the occupant is the owner or not.
- Identify abutting Park Lands
- Identify existing easements and rights of way must be clearly depicted.
- Identify all means of access to the property shall be shown.
- Identify temporary easements required for reconstruction (clearly depict with all dimensions; indicate total acreage).
- Identify "record", and "adopted" line information on drawing.

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

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

- The Engineer shall be prepared to discuss project, access, relocation, environmental, and land use related issues.
- Develop Preliminary, and Final Area Map, Alteration Map, and Damage & Acquisition Map(s).
- Revise the Area Map, Alteration Map, and Damage & Acquisition Map(s), as per comments received from other city agencies.
- Adhere to & follow "City Planning Rules of Procedures", dated 2001 (or latest addition), for preparation of maps.
- Adhere to the requirements and procedures as outlined in the Uniform Land Use Procedures (ULURP, November 1998).
- Adhere to the requirements and procedures as outlined in the City Environmental Quality Review (CEQR, June 1991).

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

3.16.3 PREPARATION OF ULURP APPLICATION

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

- The Engineer shall prepare the ULURP Application for filing purposes with the Department of City Planning.
- The Engineer shall prepare Notification Letters to all adjacent property owners.
- The Engineer shall make all necessary copies of ULURP drawings, letters, etc., for ULURP Application mass mailing submission.
- The Borough President Office charge fee for reviewing application. This fee should be added to the ULURP fee.

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

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

- Visit various city agencies to obtain data, develop ULURP Plans, and Damage & Acquisition plans, as deemed necessary.
- Meet with various city agencies, including Borough President’s Topographical Bureau, Department of City Planning, Community Boards, Department of Citywide Administrative Services, Engineering Review – Land Use Planning Unit, etc., from the ULURP pre-application approvals to the completion of ULURP application certification, as deemed necessary.
- Prepare & distribute handouts, attend, and/or make presentation(s) to various city agencies, as deemed necessary.

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

3.17 RECOMMENDATIONS, ESTIMATES, AND CONCLUSIONS

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

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

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

Each alternative shall be discussed in detail for:

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

- Land: indicate whether or not any temporary and/or permanent easements and/or land acquisitions will be required. Provide the associated cost of any required easement or acquisition.
- Environmental; community; permit issues; appearance.
- Include provision to access by pedestrians to privately owned property affected by the construction activities, if applicable.
- Cost
- Other (as required)

Each alternative write-up shall also include the following:

- Itemized cost estimate.
- Cost per square foot of deck area.
- Plans and sections.

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

- 1) Concrete overlay on existing deck in conjunction with the rehabilitation of the existing superstructure and substructure.
- 2) Replacement of existing deck in conjunction with the rehabilitation of the existing superstructure and substructure.
- 3) Replacement of the existing deck and superstructure with a new steel superstructure, in conjunction with the rehabilitation of the existing substructure.
- 4) Replacement of existing deck and superstructure with a pre-stressed concrete superstructure, in conjunction with the rehabilitation of the existing substructure.
- 5) Replacement of the entire structure (including substructures) using steel superstructure.
- 6) Replacement of entire structure (including substructure) using pre-stressed concrete superstructure.

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

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

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

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

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

3.18 ORIGINAL COLOR PHOTOS

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

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

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

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

3.19 VIDEO TAPE

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

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

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

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

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

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

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

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

4.0. DRAFT BRPR

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

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

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

5.0 FINAL BRPR

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

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

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

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

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

6.0 PRELIMINARY PLANS

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

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

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

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

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

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

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

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

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

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

7.0 PRELIMINARY PLAN - AGENCY REVIEW MEETING

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

8.0 SUBMISSION TO THE RAILROAD

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

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

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

Inspection and Condition Report

Appendix E: Preliminary Plan Review Checklist

Appendix F: Field Survey Requirements

APPENDIX - A

BRPR FORMAT AND REQUIREMENTS

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

All pages of the report shall be numbered.

All sections of the report shall be divided with plastic tabs

1. Transmittal Memo
2. Title Sheet
3. Table of Contents
 - a. - Location Plan (obtained from City Planning Maps)
 - b. - Large Scale Plan (showing the project limits and the immediate Surrounding area).
 - c. - Photo Location Plan
 - d. - General Photos (6)
 - e. - List of Figures
 - f. - List of Tables
- 1 Introduction
- 2 Traffic Study
- 3 Substandard Features
- 4 Ratings
- 5 Inspection
- 6 Seismic Assessment
- 7 Statements
- 8 Recommendation and Estimates
- 9 Maintenance of Traffic
- 10 Geo-technical Foundation Report

1.0 INTRODUCTION

1.1 ENGINEERING AGREEMENT

Provide a brief summary.

1.2 HISTORY OF BRIDGE

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

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

The following shall be included:

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

1.4 DESCRIPTION OF BRIDGE AND APPROACHES

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

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

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

1.5 DESCRIPTION OF HIGHWAY BEYOND APPROACHES

Include all appropriate items from Section 1.4

2.0 TRAFFIC STUDY

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

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

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

3.0 SUBSTANDARD FEATURES

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

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

4.0 RATINGS

4.1 Write-up of:

- Analysis
- Results
- Conclusions
- Recommendations

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

4.2 Submit the followings:

- Diagrams of vehicular loadings.
- Framing Plan, identify all members rating less than MS18 inventory as inspected.
- Photos of members which rate low due to deterioration.

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

5.0 **INSPECTION**

5.1 **EQUIPMENT:**

Listing of equipment used for inspection

5.2 **IN-DEPTH INSPECTION FORM:**

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

5.3 **BIENNIAL INSPECTION FORM & BRIDGE INSPECTION AND CONDITION REPORT.**

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

5.4 **DECK EVALUATION**

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

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

- **DECK DESCRIPTION:**

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

- **FIELD INSPECTION:**

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

- **CORING PROGRAM:**

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

- **DECK DRAINAGE:**

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

- **DECK ELEMENTS:**

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

- **RECOMMENDATION:**

As to repair or replacement of deck.

- Typical Cross-Sections of existing Bridge.
- Plan of existing Bridge with all deck **surface deterioration** shown. All core holes shall be located on this plan.
- Plan of existing bridge with all **under deck deterioration**; cracks; efflorescence; spalls; hollow areas, etc. An estimate of the area of the deck having unsound concrete, as a percentage of the total deck area shall be provided.
- Original photographs and an electronic format deck surface and under deck documenting typical deterioration. Indicate all location and direction of all photos to be shown in Plan.
- Test results under field conditions provide quantitative values of the test results for Concrete Cores and Freeze Thaw tests. The Engineer shall submit copy of Core Tests Results; photographs and description of cores.

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

5.5 **SUPERSTRUCTURE EVALUATION**

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

- **STRUCTURAL ELEMENT DESCRIPTION(S)**

(primary and secondary):

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

- **FIELD INSPECTION:**

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

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

- **RECOMMENDATIONS:**

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

- **FRAMING PLAN:**

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

Symbols shall be as follows:

T - Top Flange

W - Web

B - Bottom Flange

- | | |
|--------------------------|-----------|
| a. Normal corrosion | up to 10% |
| b. Significant corrosion | up to 20% |
| c. Severe corrosion | up to 30% |
| d. Extreme corrosion | up to 50% |
| e. Heavy Loss | over 50% |

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

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

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

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

Show all existing shoring and repairs on the plan.

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

5.6 SUBSTRUCTURE EVALUATION

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

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

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

- **FIELD INSPECTION:**

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

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

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

- **RECOMMENDATIONS:**

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

- **ELEVATIONS AND CROSS SECTIONS:**

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

- **PHOTOS:**

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

5.7 UNDERWATER INSPECTION

5.8 HYDRAULIC REPORT

5.9 FENDERING SYSTEM

6.0 SEISMIC ASSESSMENTS

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

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

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

- Method and procedure for study and analysis:

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

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

- Conclusions and Discussion

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

- Recommendations and Cost Estimates.

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

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

7.0 STATEMENTS

- Planning Statements:

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

- Hazardous Materials
- Determination of Permits
- Historical Significance (including Landmark status)
- Land Use Assessment (and R. O. W. Plan)

8.0 RECOMMENDATIONS AND ESTIMATES

Use appropriate sub headings.

8.1 SUMMARY OF ALTERNATIVES

8.2 ALTERNATIVES

For each of the proposed six alternatives provide:

- Detailed write-up as specified in the "Procedures for Bridge Reconstruction Projects"
- Cost Estimate for all associated work (itemize all major work).
- Plan and cross-section

8.3 RECOMMENDATION:

The Engineer shall recommend an alternative and provide appropriate justification.

9.0 MAINTENANCE OF TRAFFIC (MPT):

The Engineer shall prepare MPT scheme as described below:

9.1 MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) METHODS

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

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

9.2 PROPOSED MAINTENANCE OF TRAFFIC (MPT) SCHEME

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

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

- Duration

2. Detour Plan(s)

9.3 CONSTRUCTION ACCESS

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

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

11.0 GUIDELINE FOR REQUESTING WAIVER

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

APPENDIX - B

SUBSTANDARD FEATURES CHECKLIST

B.I.N: _____

FEATURE CARRIED: _____

FEATURE CROSSED: _____

PROJECT DESCRIPTION: _____

PREPARED: _____ **BY DATE:** _____

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

* **Legend:** **E:** Eliminated

I: Improved

N/A: Not Applicable

R: Retained

C: Conforms with or Exceeds Standards

APPENDIX - B

SUBSTANDARD FEATURES CHECKLIST

B.I.N: _____

FEATURE CARRIED: _____

FEATURE CROSSED: _____

PROJECT DESCRIPTION: _____

PREPARED: _____ **BY DATE:** _____

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

* **Legend:** **E:** Eliminated
R: Retained

I: Improved
C: Conforms with or Exceeds Standards

N/A: Not Applicable

APPENDIX C

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

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

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

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

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

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

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

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

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

APPENDIX D

B.I.N.: _____ **REGION:** _____

DATE: _____ **COUNTY:** _____

IN-DEPTH INSPECTION FORM

I. LOCATION

1. Route Carried: _____

2. Features Crossed: _____

3. Reference Marker Nearest Bridge Begins _____

4. Is Bridge on the Federal-Aid System: Yes _____ No _____

 If Yes, Federal-Aid Route No.: _____

5. Functional Classification: _____

II. BRIDGE DESCRIPTION

6. Basic Bridge Description: _____

7. Span Lengths: _____

8. Total Length: _____

9. Skew: _____

10. Curb-to-Curb-Width: _____

11. Sidewalk Width: Right _____ Left _____

12. Railing Type: _____ Material: _____

13. Type of Wearing Surface: _____

14. Description of Utilities is on Bridge: _____

15. Is there any hazardous material (asbestos, lead paint) on the bridge and utilities:

III. GEOMETRICS AND TRAFFIC

16. Number of Traffic Lanes on Bridge: _____

17. Measured Super-elevation on Bridge: _____

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

As-Inspected Load Limit on Bridge: _____ Metric Tons

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

Is the Legal Speed Limit Posted? _____

Design Speed on Bridge: _____ MPH / KMPH

21. AADT: _____ Date of Count: _____

% Truck Traffic: _____

22. Posted Vertical Clearance:

On Bridge _____ met or None

Under Bridge: _____ met or None

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

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

25. Alignment on Bridge:

Horizontal: Tangent: _____ or Curved Data: _____

Vertical: Grade: _____ or Curved Data: _____

26. Width of Approach Pavement: _____

27. Width of Approach Shoulders: _____

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

Bridge Begins Approach Alignment:

Horizontal: Tangent: _____ or Curved Data: _____

Vertical: Grade: _____ or Curved Data: _____

Bridge Ends Approach Alignment:

Horizontal: Tangent: _____ or Curved Data: _____

Vertical: Grade: _____ or Curved Data: _____

29. Date Built: _____

30. Original Contract No.: _____

31. Location of Original Contract Plans: _____As-Built_____

32. Contract No. of Subsequent Contracts: _____

33. Location of Subsequent Contract Plans: _____As-Built_____

V. BRIDGE RATINGS:

31. Original Design Live Loading: _____Unknown_____

LOAD RATING TABLE

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

32. Operating Rating:

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

• Floor Beam Connection: _____

• Girder: _____

• Truss (Note critical member): _____

Computed by: _____ Checked By: _____

33. Inventory Rating: _____

Fascia Stringer: _____

Interior Stringer: _____

End Floor Beam: _____

Intermediate Floor Beam: _____

Stringer Connection: _____

Floor Beam Connection: _____

Girder: _____

Truss: _____

Computed By: _____ Checked By: _____

VI. PHOTOGRAPH SHOWING:

- a. Appearance of Bridge from both approaches.
- b. Appearance of upstream and downstream channels on water crossings.
- c. Appearance of bridge in elevation.
- d. Appearance of both approaches looking from bridge.
- e. Problem Areas, utility installations.

VII. COMMENTS:

VIII. WATERWAY SUPPLEMENT:

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

INSPECTED BY: _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

COMPLETED IN-DEPTH FILE REVIEWED BY: _____ DATE: _____

VIII. WATERWAY SUPPLEMENT:

1. a. Span measured along center line of highway: _____
b. Skew: _____
c. Is the waterway area adequate during extreme high water? _____
d. Has scour occurred? _____
2. Does erosion or deposition occur on bank or streambed or both? _____
3. Describe effects of erosion or deposition: _____

4. Does stream carry light, medium, or heavy ice: _____ Debris: _____
 - a. What problems have been created by ice?
Blockage: _____ Scour _____ Structure Damage _____
 - b. What problems have been created by Debris:
Blockage: _____ Scour _____ Structure Damage _____
5. Indicate any anticipated Department of Environmental Conservation construction restrictions and/or permits: _____
6. Is there a Flood Insurance Study at this location? _____
7. Elevation of extreme high water at existing bridge site as observed by:
 - a. Gage: _____ Date Observed: _____

b. Local Residents:_____ Date Observed:_____

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

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

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

10. Ordinary water elevation:_____

11. Low water elevation:_____

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

If so, to what elevation?_____ Date:_____

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

14. Describe any scour problems:_____

15. Additional Comments:_____

NAVIGATION REQUIREMENTS:

16. Does existing structure have navigation lights?_____

17. Is there tidal influence at project location?_____

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

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

EXISTING UPSTREAM STRUCTURE:

B.I.N.:_____ **Carries:**_____

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

b. Skew:_____

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

d. Has scour occurred?_____

EXISTING DOWNSTREAM STRUCTURE:

B.I.N.:_____ **Carries:**_____

20. a. Span measured along center line of highway:_____
- b. Skew:_____
- c. Is the waterway area adequate during extreme high water?_____
- d. Has scour occurred?_____

APPENDIX E

PRELIMINARY PLAN REVIEW CHECK LIST

Project Description: _____

BIN: _____ **Contract No.** _____

Consultant: _____

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

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

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

1. PLAN

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

- k) Location of fixed and expansion joints. Yes No
- l) North arrow. Yes No
- m) Skew angle. Yes No
- n) Location of utilities, lampposts, catch basins, manholes,etc Yes No
- o) R.O.W. lines. Yes No
- p) Do approach roadway & sidewalk widths match those on the bridge? Yes No
- q) Are handicapped ramps shown? Yes No
- r) Are boring location and logs of borings shown? Yes No

2. BRIDGE CROSS SECTION

- a) For bridges carrying utilities show full width, existing And proposed cross sections. Show all dimensions. Yes No
- b) Epoxy coated top bars or wire fabric if pre-stressed concrete box beams. Yes No
- c) Is overlay option called for? Yes No
- d) Thickness of roadway slab- 190 mm min. & Side-walk slab - 175 mm min. on steel structures. Yes No
- e) Is new roadway/sidewalk slab designed for MS23 using the allowable stress method (working stress)? Yes No
- f) 175 mm steel faced curb. Yes No
- g) 4 rail railing and fencing - concrete parapet with fluted face and fence preferred if dead load or sight distance is not critical. Yes No
- h) Lane locations. Yes No
- i) Location and sizes of utilities and utility owner. Yes No

- j) Are utilities located under the sidewalk? (If not, request with justification for waiver will be required). Yes No
- k) Pre-Cast Slabs Yes No
1. 1219 mm wide units preferably, +13 mm joint between units.
 2. If 914 mm wide section required - locate on outside.
 3. 150 mm wearing course.
 4. Indicate depth.
- l) 2 % cross slope on roadway. Yes No
- m) Are sidewalk cross slopes within ADA Requirements - 2% maximum? Yes No

3. ELEVATION

- a) ½ elev. proposed, ½ existing if similar, otherwise full Elevations required. Yes No
- b) Stationing - follow State guidelines. Yes No
- c) Min. R.R. vertical clearance both existing & proposed measured 1525 mm off centerline of track (If roadway below give vertical and horizontal clearance). Yes No
- d) Horizontal clearance measured from center line of track to obstruction. Yes No
- e) Type of foundation for Piers and Abutments (spread or on piles). Show existing and proposed. Yes No
- f) Wing-walls: show modification. Yes No
- g) Abutments: show modification. Yes No
- h) Vertical clearance to structure above bridge or Over-head lines. Yes No

4. APPROACH SECTIONS

- a) Section thru approach slab. Yes No
- b) Highway Section (thru street beyond approach slab). Yes No
- c) Show feature beyond sidewalk (embankment, building, etc.). Yes No
- d) 1/2 section proposed, 1/2 existing if similar, otherwise full sections required. Yes No
- e) Show depth of slab and pavement - proposed & existing. Yes No
- f) Lane widths and clearance to curbs. Yes No
- g) Sidewalk and roadway widths. Yes No
- h) Sidewalk approach slab -225 mm min. Yes No
- i) Curb heights. Yes No
- j) Are sidewalk cross slopes within ADA requirements-2% maximum? Yes No

5. MISCELLANEOUS:

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

6. PROFILE

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

7. SCOPE OF WORK

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

8. MAINTENANCE OF TRAFFIC - PLANS

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

9. MAINTENANCE OF TRAFFIC – SECTIONS

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

10. ELECTRICAL ITEMS

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

11. MOVABLE BRIDGES

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

APPENDIX F

FIELD SURVEY REQUIREMENTS

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

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

- a) The Engineer shall provide an up to date survey of the bridge and approaches in plan, profile and section. It shall include existing drainage and other appurtenances. The Engineer shall determine the actual sight distances on the highway approaches to the bridge.
- b) All underground facilities and existing utilities on the bridge and the approaches, including lamppost locations, shall be surveyed and said information shall be placed on the plans. The information shall include locations of public and private utilities, manholes, catch basins, etc. on the bridge and approaches.
- c) All vertical control elevations at streets, roads, etc. including horizontal and vertical clearances shall be shown.
- d) Information as required by the NYSDOT standard bridge data sheet for all bridges over water.
- e) A field of survey of all existing signs within the survey limits shall be made.
- f) The baseline and extent of survey shall extend to the survey limits specified in the Agreement.
- g) All ROW lines and property lines shall be shown.
- h) All bench marks shall be referenced to the datum of the U. S. Coast Guard and Geodetic Survey or the appropriate Borough datum, as required. Show survey baseline ties. Show all existing permanent survey monuments.
- i) The International System (Metric) Units of measurement shall be used
- j) All survey drawings shall be made using the CAD system.
- k) In addition to the above, the survey submission shall be in accordance with the following requirements:

- 1) Plot profile at base line/centerline of roadway.
- 2) Plot profiles at property/or fence line, or combination thereof (both sides of roadway).
- 3) Plot profiles at curb line (both sides of roadway).
- 4) Locate and plot all legal grades/first floor.

Elevations/entrances/driveways/walkways/manholes/catch basins/ scuppers and sidewalk structures (with graphic plotting) directly on the appropriate profiles to scale.
- 5) Display sidewalk transverse slopes (i.e. 2%, 3%, 4%, 5%, 6%) with approved “field” type symbols(s).
- 6) Graphically show each building limit(s) with Lot/Block # and street address.
- 7) Plot cross sections at 10m intervals on the structure and 20 m intervals on grade and at all entrances, PT’s, PI’S, PT (intersecting street), and BL (intersecting streets). The cross sections shall, minimally, be drawn from one property line to the opposite property line.
- 8) Provide a photo for each building/property including entrance(s) (5” x 7” color) together with the submission of the plotted survey drawings.
- 9) All ROW lines and property lines shall be dimensioned (and stationed) to the baseline.

**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

TOTAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR
SEISMIC RETROFIT AND RECONSTRUCTION OF BRIDGE OPERATING SYSTEM OF
MADISON AVENUE BRIDGE OVER HARLEM RIVER

IN THE BOROUGHS OF MANHATTAN AND THE BRONX

PIN 84108MBBR278

Proposer:

Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Name: _____

Title: _____

Telephone #: _____ Fax #: _____ Email: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Telephone #: _____ Fax #: _____ Email: _____

Signature: _____ Date: _____

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

Yes No

FORM - 2P

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: _____

PIN: _____

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated: _____

Addendum # 2, Dated _____

Addendum # 3, Dated _____

Addendum # 4, Dated _____

Addendum # 5, Dated _____

Addendum # 6, Dated _____

Addendum # 7, Dated _____

Addendum # 8, Dated _____

Addendum # 9, Dated _____

Addendum #10, Dated _____

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

SECTION VII

D) PROPOSAL FORMS PACKET

CONTENTS

1. FORM 1T - QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)
2. FORM 2T - PROPOSED STAFF (RESUMES)/ EXPERIENCE
3. FORM 3T - OVERALL PROJECT UNDERSTANDING AND APPROACH
4. FORM 4T - JOB TITLES AND HOURS PROPOSED
5. FORM 5T - NYCDOT CURRENT WORKLOAD DISCLOSURE (2 PGS)
6. FORM 6T - DBE PARTICIPATION
7. FORM 330 STANDARD FORM

-

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

FORM IT

QUALITY & RELEVANCE OF PRIOR EXPERIENCE
(FIRM IN GENERAL)

PIN: 84108MBBR278

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River

CONTRACT NO.: HBX644S

CONSULTANT: _____

PROFESSIONAL ENGINEERING/
ARCHITECTURAL SERVICES

OTHER/ _____

DESCRIBE

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

- 1) Proposer will include relevant experience in Bridge Total Design & Construction Support Services work in the last five (5) years. Proposer should consider work with City, State and Federal agencies; and demonstrated ability to complete these jobs in a timely fashion.
- 2) List all current and prior projects completed within the last five (5) years for Total Design & Construction Support services. Specifically identify whether any of those projects involved a scope similar to the referenced contract. For each project, provide the following information:
 - Description/Name of Project
 - Dollar Value of Project
 - Contract Term
 - Contract Status
 - Owner/Client
 - Owner Project Manager
 - Telephone No.
 - Email

NYCDOT reserves the right to request data to verify information provided above.

- 3) Provide a discussion on the form's ability to retain its employees. Complete the attrition chart below:

Average attrition rate for past 3 calendar years:

Total number of technical employees as of August 1st of last year _____ . (a)
Number of technical employees who left firm during last calendar year _____ . (b)
Total number of technical employees as of August 1st of previous cal. year _____ . (c)
Number of technical employees who left firm during previous calendar year _____ . (d)
Total number of technical employees as of August 1st of 2nd previous cal. Year _____ . (e)
Number of technical employees who left firm during 2nd previous calendar year _____ . (f)

b/a = ____ (g) d/c = ____ (h) f/e = ____ (i)

Average attrition rate = (g+h+i) / 3 = ____.

NYCDOT reserves the right to request data to verify information provided in the attrition table.

FORM 2T

PROPOSED STAFF (RESUMES)/EXPERIENCE

PIN: 84108MBBR278

**PROJECT NAME: Seismic Retrofit and Reconstruction of
Bridge Operating System of Madison
Avenue Bridge over Harlem River**

CONTRACT NO.: HBX644S

CONSULTANT: _____

PROPOSED STAFF:

- 1. Provide an organization chart for staffing this project and attach resumes of all key personnel including any sub-consultants. The chart must provide the key personnel proposed titles/roles for this project.**
- 2. Provide a description of all relevant experience for key personnel (including any sub consultants).**

Specifically identify any current or prior key personnel experience with City, state and /or federal project

In each of the project descriptions, identify the project manager, project engineer/resident engineers, the construction dollar value and the start date.

Explain how past assignments of key personnel relate to their proposed assignments on this project.

- 3. State the key personnel's commitment to and availability for the duration of this project.**

FORM 3T

OVERALL PROJECT UNDERSTANDING AND APPROACH

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge
Operating System of Madison Avenue Bridge over
Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

PRIME CONSULTANT: _____

CONTRACT NO.: HBX644S

CONSULTANT ON THIS FORM: _____

OVERALL APPROACH TO PROJECT: (Staffing Sheet)

1. Describe your overall approach and understanding to providing TD/CSS services for this project. This discussion should clearly demonstrate your understanding of the TD/CSS environment, including how it impacts the provision of these services. Provide enough detail to permit NYCDOT to assess the extent of the proposer's understanding of TD/CSS potential problems and proposed solutions.
2. Describe your overall approach and explain the different tasks anticipated to be performed, their relationship, the extent to which they can be performed concurrently and the unique aspects of each task as they relate to this project.
3. Explain the duration of each task and demonstrate the Proposer's ability to complete these tasks on time with the proposed staffing. Please elaborate on how the positions assigned for this project as shown in your organization chart will assist you in the execution of each identified task.
4. Discuss any alternate tasks, or innovative approaches that would assist in the successful provision of services and/or best achieve the project goals and objectives.

FORM 4T – JOB TITLES AND HOURS PROPOSED

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge
Operating System of Madison Avenue Bridge over
Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

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. _____	_____
<u>TOTALS:</u>	_____

DO NOT INCLUDE SALARIES ON THIS FORM

1. Job titles and hours proposed should be the same as those proposed on the Labor Cost Proposal forms 4T1.
2. No salary information should be included on this form.
3. This form must be completed for the prime and each of the proposed subconsultants (use additional pages, if necessary)

FORM 5T NYCDOT CURRENT WORKLOAD DISCLOSURE

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

PIN: _____ 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) _____

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

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

II. Expected billings for next 18 months:

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

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

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

TOTAL (A + B + C) \$ _____

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

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

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

_____ % _____ \$ _____

_____ % _____ \$ _____

CERTIFICATION

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

DATE

SIGNATURE (OFFICER OR PARTNER)

FORM 5T

Remaining work with NYCDOT (within Department)

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

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

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

Total Firmwide Design Workload \$ _____

Assigned Office(s) Miscellaneous Workload \$ _____

Construction Division (includes only Resident Engineering Inspection)				

Total Firmwide REI Workload \$ _____

Assigned Office(s) REI Workload \$ _____

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

Total Firmwide Miscellaneous Workload \$ _____

Assigned Office(s) Miscellaneous Workload \$ _____

Total Firmwide Overall Workload with NYC-DOT \$ _____

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

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

Use the following as a ratings guide:

Calculate the Ratio of expected billable dollars per person per year vs. average billable dollars per person per year.

- If:
- EB\$PY** - expected billable dollars per person per year.
 - AB\$PY** - average billable dollars per person per year.
 - EB** - expected billing dollars for next 18 months.
 - S** - Total personnel minus administrative personnel.
 - Y** - Yearly adjustment (converts 18 months into 1 year).

Assume: **AB\$PY** = \$60,000 and **Y** = 1.5 (18 / 12 = 1.5)

Then: **EB\$PY = EB / S / Y and R = EB\$PY / AB\$PY X 100%**

If R is greater than or equal to 100%, a rating of 0 may be appropriate.
 If R is equal to 75 %, a rating of 5 may be appropriate.
 If R is less than or equal to 25%, a rating of 10 may be appropriate.

FORM 6T

DBE PARTICIPATION

PROJECT NAME: Total Design And Construction Support Services For Seismic Retrofit And Reconstruction Of Bridge Operating System Of Madison Avenue Bridge Over Harlem River In The Boroughs Of Manhattan And The Bronx

PIN No.: 84108MBBR278

CONTRACT NO.: HBX644S

CONSULTANT:

Participation by DBE Consultants : is being proposed

Participation by DBE Consultants : is **not** being proposed

If being proposed, attach the following:

1. Name(s) and Address(es) of proposed DBE firms.
2. Percentage(s) of assigned participation.
3. NYS DBE Certification(s)*.

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

* An approved letter from the New York State Department of Transportation Office of Equal Opportunity Development and Compliance is required as proof of DBE certification for any DBE prime or subconsultant. The certification must be in effect on the RFP response date.

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 6/30/2007

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

- 4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number
Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Airborne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P07	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P08	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V.	PARTNER	SUBCON-TRACTOR			
a.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
b.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
c.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
d.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
e.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
f.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
---	---------------------------------------

21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
------------------	--------------------------	--------------------------------------

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

SECTION VII

E) COST PROPOSAL FORMS PACKET

CONTENTS

COST PROPOSAL A

1. FORM 4T1A LABOR COST PROPOSAL "A"
2. FORM 4T2A COST PROPOSAL SUMMARY
3. FORM 4TA - GRAND TOTAL & SUMMARY SHEET
4. FORM 4T3 - PERFORMANCE OUTCOME MEASURES
AND RELATED FINANCIAL INCENTIVE
AND/OR DISINCENTIVE

COST PROPOSAL B

1. FORM 4T1B LABOR COST PROPOSAL "B"
2. FORM 4T2B COST PROPOSAL SUMMARY
3. FORM 4TB - GRAND TOTAL & SUMMARY SHEET
4. FORM 4T3 - PERFORMANCE OUTCOME MEASURES
AND RELATED FINANCIAL INCENTIVE
AND/OR DISINCENTIVE

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

FORM 4T1A – LABOR COST PROPOSAL

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

PRIME CONSULTANT: _____ CONTRACT NO.: HBX644S

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY RATE THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**

Phase I is locked in, Phase II and Phase III are submitted to audit

TOTAL LABOR COST _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT **(C X PROPOSED ESCALATION FACTOR)** _____ **(D)**

PROPOSED ESCALATION FACTOR _____
MAXIMUM ESCALATION FACTOR = 1.04

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- 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 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.
- The multiplier included in Cost Proposal A will be locked in for the first phase of the project and subject to audit for the successive phase of the contract – allowing for function related to changes in overhead costs.
- Total Multiplier (M) shall be rounded off to two (2) decimal figures on calculating Total Labor Cost (C)

FORM 4T2A – COST PROPOSAL SUMMARY

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

PRIME CONSULTANT: _____ CONTRACT NO.: HBX644S

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u> <u>ALL FIRMS</u>	<u>(COLUMN 3)</u> <u>ESCALATED</u> <u>LABOR COST</u> <u>TO PROJECT</u> <u>MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT</u> <u>NON-SALARY</u> <u>COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	Budgetary Allowance	_____	_____	_____	\$400,000.00
				\$40,000	
	TOTALS				(T)

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 4TA – COST PROPOSAL – GRAND TOTAL & SUMMARY

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

PRIME CONSULTANT: _____ CONTRACT NOS.: HBX644S

	<u>(COLUMN 1)</u> <u>CONSULTANT</u>	<u>(COLUMN 2)</u> <u>HOURS</u>	<u>(COLUMN 3)</u> <u>ESCALATED LABOR COST TO PROJECT MIDPOINT</u>	<u>(COLUMN 4)</u> <u>DIRECT NON-SALARY COST</u>	<u>(COLUMN 5)</u> <u>TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
	<u>TOTAL PRELIMINARY BUDGETARY ALLOWANCE:</u>				\$400,000.00
	<u>TOTALS</u>				
				<u>\$20,000.00</u>	
	<u>TOTAL OUT OF POCKET EXPENSE</u>				

INSTRUCTIONS:

1. The direct non-salary cost provided in column 4 by each consultant of the project team **MUST SUM** to the total shown in the shaded area at the bottom of the column.
2. The costs entered in column 3 are the totals shown on Line (D) of Form 4T1A "Labor Cost Proposal" for each consultant of the project team.

NOTE:

The information provided within the shaded areas **MUST NOT** be changed by the proposers.

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.			

FORM 4T1B – LABOR COST PROPOSAL

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

PRIME CONSULTANT: _____

CONTRACT NO.: HBX644S

CONSULTANT ON THIS FORM: _____

PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES
OTHER/ _____

	<u>(COLUMN 1)</u> <u>JOB TITLE</u>	<u>(COLUMN 2)</u> <u>TOTAL HOURS</u>	<u>(COLUMN 3)</u> <u>HOURLY THIS FIRM</u>	<u>(COLUMN 4)</u> <u>AVERAGE HOURLY RATE</u>	<u>(COLUMN 5)</u> <u>LABOR COST COL3X COL4</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
	<u>TOTALS</u>	_____	_____	_____	<u>(T)</u>

MULTIPLIER FOR OVERHEAD _____ **(A)** _____ **(A)**

MULTIPLIER FOR PROFIT _____ **(B)** _____ **(B)**

TOTAL MULTIPLIER _____ **(1+A)X(1+B)** _____ **(M)**
Locked in for the Duration of the Contract.

TOTAL LABOR COST _____ **(LINE T X LINE M)** _____ **(C)**

TOTAL LABOR ESCALATED TO PROJECT MIDPOINT
(C X PROPOSED ESCALATION FACTOR) _____
PROPOSED ESCALATION FACTOR _____ **(D)**
MAXIMUM ESCALATION FACTOR =1.04

INSTRUCTIONS:

- Each consultant of the project team is to submit a separate "Labor Cost Proposal Form". For each job title, the hours proposed by each firm of the project team in Column (3) MUST SUM to the total hours provided in Column (2).
- For Column (4), use actual average salary rates for firm for each job title at regional offices. Attach a listing of current average rates for all titles/grades/levels as approved by NYCDOT (if available) or NYSDOT for regional offices. A regional office is defined as one located within a 75 mile radius of Columbus Circle (NYC).
- 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 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.
- The multiplier included in Cost Proposal B will be locked in for all the phases of the contract.
- Total Multiplier (M) shall be rounded off to two (2) decimal figures on calculating Total Labor Cost (C)

FORM 4T2B – COST PROPOSAL SUMMARY

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

PRIME CONSULTANT: _____

CONTRACT NO.: HBX644S

	<u>(COLUMN 1) CONSULTANT</u>	<u>(COLUMN 2) HOURS ALL FIRMS</u>	<u>(COLUMN 3) ESCALATED LABOR COST TO PROJECT MIDPOINT</u>	<u>(COLUMN 4) DIRECT NON-SALARY COST</u>	<u>(COLUMN 5) TOTAL COST</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
	Budgetary Allowance				\$400,000.00
				\$40,000	
	TOTALS				(T)

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 4TB – COST PROPOSAL – GRAND TOTAL & SUMMARY

PROJECT NAME: Seismic Retrofit and Reconstruction of Bridge Operating System of Madison Avenue Bridge over Harlem River

PIN NO.: 84108MBBR278
BIN: 2-24007-9 & 2-24007-A

PRIME CONSULTANT: _____ CONTRACT NO.: HBX644S

	<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</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.	_____	_____	_____	_____	_____
	<u>TOTAL PRELIMINARY BUDGETARY ALLOWANCE:</u>				\$400,000.00
	<u>TOTALS</u>				
				\$40,000.00	
	<u>TOTAL OUT OF POCKET EXPENSE</u>				

INSTRUCTIONS:

- The direct non-salary cost provided in column 4 by each consultant of the project team **MUST SUM** to the total shown in the shaded area at the bottom of the column.
- The costs entered in column 3 are the totals shown on Line (D) of Form 4T-1A "Labor Cost Proposal" for each consultant of the project team.

NOTE:

The information provided within the shaded areas **MUST NOT** be changed by the proposers.

FORM 4T3

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

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

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

SECTION VII

F) MULTIPLIER FORM

MULTIPLIER FORM

Prime Consultant: _____

Multiplier A: Please provide, on the line below, a proposed multiplier that is locked in for the first phase of the project and subject to audit for successive phases of the contract – allowing for fluctuation related to changes in overhead costs.

Multiplier B: Please provide, on the line below, a proposed multiplier that will be locked in for all phases of the contract.

SECTION VII

G) VENDEX REQUIREMENT & CONFIRMATION OF VENDEX COMPLIANCE

ATTACHMENT G

VENDEX Requirements

Pursuant to Section 6-112.2(b) of the New York City Administrative Code, all vendors that are under consideration for the award of a sole source contract or a contract valued at \$100,000 or more, or whose aggregate business with the City in the last 12 months, including the proposed contract, is \$100,000 or more, must complete and submit a VENDEX Business Entity or Not-For-Profit Organization Questionnaire when notified by the Agency. The principals and individuals thereof must also submit a Principal of Individual Questionnaire.

Upon selection, the successful proposer (including their subconsultants) will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification, the proposer must submit a Confirmation of Vendex Compliance to the NYCDOT Vendor Responsibility Unit within five days of official notification.(Section VII, Attachment G). A form for this confirmation is set forth in the RFP.

The proposer is advised that Vendex Questionnaires and procedures have changed. See www.nyc.gov/vendex to download the new VENDEX Questionnaires and a Vendor's Guide to VENDEX or contact NYCDOT's Vendor Responsibility Unit at 212-442-7757.

(a) Submission: Vendex Questionnaires (if required) must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007.

(b) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, proposers may be obligated to complete and submit VENDEX Questionnaires. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the proposal, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after award.

ATTACHMENT G

CONFIRMATION OF VENDEX COMPLIANCE

The Proposer (including its subconsultant) shall submit this Confirmation of Vendex Compliance

Name of Proposer: _____

Proposer's Address: _____

Proposer's Telephone Number: _____

Proposer's Fax Number: _____

Date of Proposal Submission: _____

Project ID: _____

Vendex Compliance: To demonstrate compliance with Vendex requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

- (1) **Submission of Questionnaires to MOC:** By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted Vendex Questionnaires to the Mayor's Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

- (2) **Submission of Certification of No Change to NYCDOT:** By signing in the space provided below, the Proposer certifies that it has read the instructions in a "Vendor's Guide to Vendex" and that such instructions do not require the Proposer to submit Vendex Questionnaires. The Proposer has completed **TWO ORIGINALS** of the Certification of No Change.

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

SECTION VII

- H) LOCAL LAW 34:
DOING BUSINESS DATA FORM AND INSTRUCTIONS**
(To be submitted as a separate sealed envelope along with the Technical Proposal)

[Doing Business Data Form](#)

[Doing Business Instructions](#)

SECTION VII I

- 1) DISCLOSURE OF LOBBYING ACTIVITIES &**
- 2) CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

DISCLOSURE OF LOBBYING ACTIVITIES

I _____ hereby certifies on behalf of _____ will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**CERTIFICATION OF A CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
5. The Contractor agrees to provide NYCDOT with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the Contractor shall provide the same updated notice to the Contractor and the Contractor shall be solely responsible for collecting, updating and submitting updated information to NYCDOT.

NOTE: If for any reason the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification.

THE CONTRACTOR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date