

January 17, 2006

**Amendment No. 1**

RESIDENT ENGINEERING AND INSPECTION SERVICES  
IN CONNECTION WITH

RECONSTRUCTION OF ROOSEVELT ISLAND BRIDGE  
OVER EAST CHANNEL OF THE EAST RIVER

BOROUGHES OF MANHATTAN AND QUEENS

CONTRACT NO.: HBM1117A

PIN: 84105MBBR051

Refer to Cover Page of the Request for Proposals, Construction Cost:

**Delete:** \$40,000,000.00 in the original RFP.

**Replace with:** \$53,000,000.00 in this addendum.

Refer to Section 1 Page 2 of the Request for Proposals – Timetable (E),  
Anticipated Contract Start Date:

**Delete:** September 2006 in the original RFP.

**Replace with:** December 2006 in this addendum.

Refer to Section VII (A) of the Request for Proposals - Proposed Contractual  
Agreement - Scope of Services.

**Delete:** Pages SR-4 through SR-9 in the original RFP.

**Replace with:** Pages SR-4 through SR-9 in this addendum.

**Delete:** Pages GR-1 through GR-14 in the original RFP.

**Replace with:** Pages GR-1 through GR-16 in this addendum.

**Question #1:** Will the counterweight sheave grooves be re-machined in place?

**Answer #1:** No. All sheaves will be removed and the grooves will be re-machined in a qualified shop.

**Question #2:** What if the contractor completes the project ahead of time, does the consultant firm wait until the 1095 Consecutive Calendar Days from Notice to Proceed before beginning the additional 220 Consecutive Calendar Days?

**Answer #2:** No. The RFP indicates "Anticipated Contract Term". After the contractor completes the project, the REI consultant will start the paperwork for close-out utilizing the additional consecutive calendar days.

**Question #3:** Are the provisions available for distribution indicating what the original designer can not do?

**Answer #3:** The project was originally designed by GPI, as the Prime Consultant and Hardesty & Hanover, as the Sub-Consultant. The design prime consultant is not allowed to bid for REI services. The design sub-consultant will not be allowed to perform the same tasks or measurements that were originally performed during the design phase or any other work that can be perceived as conflict of interest.

**Question #4:** Is the REI consultant required to do the lead abatement/air monitoring work?

**Answer#4:** Yes. For all work that involves lead abatement, hazardous waste, hazardous material and pigeon waste removal, the REI consultant will be required to follow all applicable laws/codes/regulations and will provide REI services as required for this work.

**Question #5:** Is a Certified Hygienist required for monitoring the removal of the Hazmat Materials?

**Answer #5:** Yes. A Certified Hygienist is required for monitoring the removal of the Hazmat Materials.

**Question #6:** Will the backup generator use gasoline or diesel fuel?

**Answer #6:** The backup generator will use diesel fuel.

**Question #7:** What is the approximate footage of the containment field?

**Answer #7:** The approximate footage of the containment field is 500,000.

**Question #8:** What percentage of night and weekend work would be allowed?

**Answer #8:** The scope of work does not provide for night and weekend work, but if needed the REI consultant will follow the guidelines as to noise control and lane closures.

Refer to Section VII (A) of the Request for Proposals - Proposed Contractual Agreement - Scope of Services, Page SR-7, 3<sup>rd</sup> paragraph from the top Structural and Mechanical Work.

**Question #5:** Will the contractor or REI consultant be responsible for retaining services of an elevator company to service the existing towers elevator?

**Answer #5:** This inspection company will be retained and the repairs will be performed by the contractor. The REI consultant will provide personnel to ensure that the inspection of the lift tower elevator evaluation and repair shall be performed by personnel certified and trained in the requirements of ASME A17.1 Part XV - Special Purpose Elevators and ASME 10.4 Safety Requirements for Personnel Hoists and Employee Elevators for Construction and Demolition Operations.

**Proposal Due Date and Time and Location:**

**Date:** January 25, 2006  
**Time:** NO LATER THAN 2:00 PM  
**Location:** NYCDOT, Contract Section  
40 Worth Street, 8th Floor, Room 824A  
New York, New York 10013

**Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals 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

**Michael W. Bloomberg**  
**Mayor**

The City of New York  
Department of Transportation  
Division of Bridges

**Iris Weinshall**  
**Commissioner**

**REQUEST FOR PROPOSALS**

**FOR**

**RESIDENT ENGINEERING INSPECTION SERVICES  
IN CONNECTION WITH**

**FOR RECONSTRUCTION OF ROOSEVELT ISLAND BRIDGE  
OVER EAST CHANNEL OF THE EAST RIVER**

**BOROUGHES OF MANHATTAN & QUEENS**

**CONTRACT NO.: HBM1117A**

**PIN: 84105MBBR051**

**RELEASE DATE OF THE RFP:** December 19, 2005

**CONSTRUCTION COST:** \$53,000,000.00

**ANTICIPATED CONTRACT TERM:** **1095** Consecutive Calendar Days from Date of  
Written Notice to Proceed  
Plus **220** Consecutive Calendar Days After  
the Final Completion of Construction  
Contract.

**AUTHORIZED AGENCY CONTACT PERSON**

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

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

## SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: December 19, 2005

B. Pre-Proposal Conference: January 10, 2006  
2 Rector Street  
8<sup>th</sup> Floor Conference Room  
@ 10:30 AM

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 to review the materials must be made to the Authorized Agency Contact Person.

D. Proposal Due Date and Time and Location:

Date: January 25, 2006  
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, 8<sup>th</sup> 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.

E. Anticipated Contract Start Date: December 2006

1. An emergency diesel generator in the service road vault and hydraulic drive system shall be provided in each tower to operate the lift span in the event of a complete loss of electrical power.
2. All main and auxiliary counterweight ropes shall be replaced.
3. The counterweight sheave grooves shall be re-machined in place.
4. The existing air buffer cylinders shall be replaced with modern hydraulic buffer cylinders.
5. The span locks shall be rehabilitated including complete cleaning, replacement of oil seals and gaskets, and re-lubrication. A switch for interlocking of the lock bar position shall be added.
6. Replacement of all required machinery supports required for the installation of any new equipment.
7. Specifications for inspection of the two Champion lift tower elevators will be developed.
8. Rehabilitate existing tower elevators.

### **Fender System**

1. Replacement fender system for the main navigation channel

### **Scour Analysis**

1. Provide a 2D scour analysis for the East River at the Roosevelt Island Bridge to develop parameters (flow velocities, rip-rap sizing, etc.) for bridge pier scour mitigation. We propose to utilize the services of Earth Tech to assist with this analysis. Earth Tech is currently working of a 2D finite element scour model for the Willis Ave. Bridge that includes tidal influences from the East River. Their price includes expansion of the current model for the Roosevelt Island Bridge. We believe this is the most economical approach, since Earth Tech is currently modeling the area waters.

### **River Pier Scour Countermeasures and Bank Protection**

1. Install scour countermeasures for pier E1 and the two lift tower piers as required per the results of the scour analysis.

**SPECIFIC REQUIREMENTS FOR REI SERVICES FOR RECONSTRUCTION  
OF MOVABLE BRIDGE.**

**SPECIFIC REQUIREMENTS FOR MOVABLE BRIDGE WORK:**

- **Consultant:** The consulting firm shall demonstrate satisfactory prior experience in Resident Engineering and Inspection Service for at least one movable bridge reconstruction project. Project shall have been completed in the last 10 years and have a total construction cost of at least \$20 Million. The project's scope of work shall include replacement of mechanical and electrical drive systems. Satisfactory prior experience is to be approved by NYCDOT-Division of Bridges.
- **Resident Engineer:** The Resident Engineer shall be a licensed Professional Engineer in the State of New York and shall demonstrate satisfactory prior experience in Resident Engineering for at least one movable bridge reconstruction project. Project shall have been completed in the last 10 years and have a total construction cost of at least \$20 Million. Satisfactory prior experience is to be approved by NYCDOT-Division of Bridges.
- **Services of a Movable Bridge Expert:** During the period of erecting and testing of new machinery for Lift Span both off-site and on-site, the Consultant shall provide a Movable Bridge Expert. Such Expert shall be a Professional Engineer licensed in the State of New York and qualified as a specialist in construction and erection of recently constructed Movable Bridge (To be approved by NYCDOT). The responsibilities of the Movable Bridge Expert are to supervise all phases of Construction, erection and balancing of new Lift Spans including Machinery and Electrical Drive and Controls.
- **Services of a Wire Rope installation Expert:** During the removal and installation of the lift ropes, the consultant shall provide a Wire Rope Installation Expert. Such Expert shall be a Professional Engineer licensed in the State of New York and qualified as a specialist in such installation on newly constructed Movable Bridge (To be approved by NYCDOT). The responsibilities of the Expert are to supervise and certify all phases of removal, procurement of the new ropes, factory inspections, installation and prevention of twisting of the ropes, tension adjustment and lubrication.
- Bridge must remain open to vehicular traffic at all times
- Community Outreach and coordination are critical for this project.
- Access for Fire and Emergency vehicles must be coordinated prior to any bridge opening for marine traffic. All emergency vehicles must be stationed on the Island

The contractor will perform the following tasks in addition to the tasks listed in the original RFP and the REI will be required to perform the necessary tasks accordingly:

- Security Concerns – This bridge security will be assessed and security measures will be incorporated under this contract.
- Coast Guard will shift marine traffic to the east channel during the United Nations Assembly sessions in September. The bridge must be operable to open for mariners in September of each construction year. Bridge opened between 600 to 2000 times during that month previously.
- Install pedestrian safety fence on the bridge and approach sidewalks.
- Construct a new back-up generator building and fence.
- Install new back-up generator and electrical wiring.
- Install air motors and compressors for emergency operation of the bridge during construction.
- Remove granite stone facing and rehabilitate East and West Tower pier facing and deteriorated concrete. Provide textured concrete surfaces by form liners to resemble the removed granite facing.

- New submarine cables and terminal boxes for power and control wiring will be provided. Install submarine cables for normal and emergency operations in two separate trenches.
- Public address and CCTV systems will be installed at the west control house.
- New submarine cables and terminal boxes for power and control wiring will be provided. Install submarine cables for normal and emergency operations in two separate trenches.
- Machinery room overhead crane rehabilitation

**FOR STRUCTURAL AND MECHANICAL WORK:**

Provide inspectors and Engineers which are qualified and trained personnel, specifically in the machine fabrication field, precise installation of gears, reducers, brakes, shafts etc. and certified welding inspectors. These personnel must be able to respond to assignment on an as needed basis in a timely fashion. The consultant shall furnish the necessary technical and administrative supervision to their employees and work cooperatively with NYCDOT personnel. The expected response time to an assignment is typically one to two days.

The consultant shall demonstrate that the inspection personnel who would actually perform the inspection and/or witnessing possess relevant experience in fabrication and installation of components for heavy movable structures, movable bridges or other related structures.

Typically, these inspection tasks will take place in foundries, forging and machine shops during the fabrication of various machinery components for the subject bridge, as well as at the job sites. This will include off site erection and testing of the movable span, and on site final erection, testing and acceptance.

The consultant shall submit resumes of such inspection and supervising personnel for review and approval by NYCDOT prior to the performance of any service.

Inspector shall ascertain that all fabrication, handling and delivery of the bridge machinery components are performed in advance within the provisions of the contract documents, which include reference to all codes and standards listed under Quality Assurance in the Specifications. The list of codes and standards includes the NYS Steel Construction Manual and the NYSDOT Standard Specifications.

Commonly, the inspection tasks will include but will not be limited to the following:

Visual quality inspection, witnessing of castings, forging and components fabricated by machining.

Inspection/verification of mechanical fits and tolerances, overall and specific dimensions, surface finishes according to the approved shop drawings

Visual quality inspection/ witnessing of major heat treatment operations including stress relieving, tempering, annealing, quenching followed by inspection/witnessing of subsequent mechanical tests. Results of these tests shall meet the Specification requirements.

Witness and review all material test reports, certificates of compliance and other related documentation pertaining to the physical, mechanical and chemical composition of individual components.

Inspection/witnessing of welding operations in accordance with NYSSCM.

Witness and review the results of all nondestructive testing such as ultrasonic and radiographic testing for weldments, castings and forging.

Witness assembly, operational and performance testing of major machinery assemblies & sub-assemblies.

Visual quality inspection/ witnessing of major finished coatings including painting, galvanizing, lubrication for the purpose of shipment and storage.

Witness Span Balance measurements.

Retain services of an elevator company to service the existing tower elevators.

Retain services of a wire rope expert who will inspect the ropes in the factory and installation at site.

### **FOR ELECTRICAL WORK**

Provide electrical inspectors and Engineers who are qualified and trained personnel specifically in the field of Power and Control System for Movable Bridge and Street Lighting Systems. The inspectors will monitor and inspect work being done in the shops and at the site using the Bureau's procedures, directives, specifications, and standards.

The work of the contractor shall be fully documented, as well the results of inspections, testing, and other significant events affecting the electrical work to ensure conformity with the plans, specifications, and other contract documents. All electrical work activity shall be monitored to the extent required to ensure conformance.

The consultant shall furnish the necessary technical and administrative supervision to their employees and work cooperatively with NYCDOT personnel. The expected response time to an assignment is typically one to two days.

The consultant shall demonstrate that the inspection personnel who would actually perform the inspection and/or witnessing possess relevant experience in fabrication, installation, assembly, and testing of electrical components for heavy movable structures or other related structures.

Typically, these inspection tasks will take place in electrical shops during the fabrication, wiring, and testing of various electrical components for the subject bridge, as well as at the job sites. This will include off site erection and testing of the movable span, and on site final erection, testing and acceptance.

The consultant shall submit resumes of such inspection and supervising personnel for review and approval by NYCDOT prior to the performance of any service.

Inspectors shall ascertain that all fabrication, wiring, installation, testing, handling and delivery of the bridge electrical components are performed as per schedule within the provisions of the contract documents, which include reference to all codes and standards listed under Quality Assurance in the specifications. The list of codes and standards includes the NYC Electrical Code, National Electric Code, NYS Steel Construction Manual and the NYSDOT Standard Specifications.

Commonly, the inspection tasks will include, but will not be limited, to the following:

- Visual quality inspection, witnessing of components fabricated, assembled, and wired.
- Inspection/verification of electrical requirements and compatibility according to the approved shop drawings
- Visual quality inspection/ witnessing of electrical testing and installation including operations of the entire bridge operating and control system. Results of these tests shall meet the specification requirements.

- Witness and review all material test reports, certificates of compliance and other related documentation pertaining to the conformance to requirements and functionality of individual components and assemblies.
- Inspection/witnessing of installation in the shops and at the job sites.
- Witness and review the results of all tests.
- Visual quality inspection/ witnessing of major finished coatings including painting, galvanizing and preparation for the purpose of shipment and storage.
- Special attention must be paid to skew control operations and balancing of the lift span.

### **FOR ARCHITECTURAL WORK:**

Provide Architects and inspectors who will provide services to oversee the conformance of the architectural requirements of the Contract documents, NYSDOT, New York City Standards, in addition to other applicable code requirements of New York City. The inspectors will monitor and inspect work being done in the shops and at the site using the Bureau's procedures, directives, specifications, and standards. The work of the contractor shall be fully documented, as will results of inspections, testing, and other significant events affecting the architectural work, to ensure conformity with the plans, specifications, and other contract documents. All architectural work activity shall be monitored to the extent required to ensure conformance.

The consultant shall furnish the necessary technical and administrative supervision to their employees and work cooperatively with NYCDOT personnel. The expected response time to an assignment is typically one to two days.

The consultant shall demonstrate that the inspection personnel who would actually perform the inspection and/or witnessing possess relevant experience in fabrication, assembly, and testing of building materials and architectural components for heavy movable structures or other related structures. In addition, inspection personnel should be experienced in architectural work related to rehab and refurbishing of elements of historical significance such as gate houses, stone and masonry work, railings etc.

Typically, these inspection tasks will take place in shops and at the locations of off-site and on-site erection, during the fabrication and installation of the operator house, machinery rooms, and rehabilitation of existing gate houses at Piers 3 & 6, including these and all other architectural components for the subject bridge, including mechanical work such as plumbing, heating, ventilation, and air conditioning. This will include inspection prior to and during the offsite erection and testing of the movable span, and during on site final erection, testing and acceptance.

The consultant shall submit resumes of such inspection personnel for review and approval by NYCDOT prior to the performance of any service.

Inspectors shall ascertain that all fabrication, installation, testing, handling and delivery of the bridge architectural components are performed as per schedule within the provisions of the contract documents, which include reference to all codes and standards, as applicable, listed under Quality Assurance in the Specifications. The list of codes and standards includes the NYC Electrical Code, National Electric Code, NYC Building Code, NYS Steel Construction Manual and the NYSDOT Standard Specifications.

Commonly, the inspection tasks will include but will not be limited to the following:

- Visual quality inspection, witnessing of components fabricated, assembled, and installed.

- Inspection/verification of architectural requirements and compatibility according to the approved shop drawings. Some of the work will have historical significance and be treated with special methods to preserve original character and materials. Consultant shall provide Architect experienced in State & Federal guidelines to supervise construction of historic elements of the bridge structure including gate houses, abutments, stone work etc.
- Visual quality inspection / witnessing of tests performed concerning the plumbing, heating, ventilation, and air conditioning systems. Results of these tests shall meet the specification requirements.
- Witness and review all material test reports, certificates of compliance and other related documentation pertaining to the conformance to requirements and functionality of individual components and assemblies.
- Inspection/witnessing of installation in the shops and at the job sites.
- Witness and review the results of all tests.
- Visual quality inspection/ witnessing of major finished coatings including painting, galvanizing and preparation for the purpose of shipment and storage.

## **GENERAL REQUIREMENTS**

- A. The Consultant shall provide continuous resident engineering and inspection services and testing of materials services, with a staff commensurate with the level of construction activity until completion and final acceptance of the Construction Contract work. In the event of a work stoppage or a winter shutdown, or as the situation warrants, the Consultant shall reduce his work force appropriately or as directed by the Commissioner. The relevant **Labor Cost Proposal Form(s) (Form 4T1)** of the General Requirements indicates the approximate level of competence required of the field and office operation staff, together with estimated durations of employment.
- B. The Consultant agrees to provide, to the satisfaction of the Commissioner, all necessary resident engineering and inspection services, and such testing of materials as may be required in connection with the actual construction of the project, which includes all general construction and incidental work, such that the completed construction conforms to the plans, specifications, and requirements of the contract and to good construction practice.

The Consultant specifically agrees that: (a) his subcontractors, agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform (b) the firm shall not subcontract more than 49% of the contract work; (c) he 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 (d) he will secure all licenses and permits, if any, that are necessary for the performance of his duties under this contract. In fulfillment of provision (a) above, the Consultant shall submit a resume for each employee prior to assignment to the contract, for review and approval by the Chief Engineer for the Division of Bridges. The Resident Engineer shall be a Professional Engineer licensed in the State of New York. **The remainder of the Consultant Resident Engineering staff who perform any work pursuant to this contract shall meet the following criteria in conformance with the New York State Engineering Licensure Statute. All Engineering positions shall be staffed by Engineers. No technician/technologist can fill an Engineering position; however an Engineer may fill any technician/technologist position.**

**In accordance with ASCE Guidelines, ASCE titles are to be used for Engineers who have graduated from an ABET recognized Engineering program. ASCE defines nine (9) Engineering grades, i.e. ASCE I/II thru ASCE IX. ASCE IV and above require a New York State Professional Engineer (PE) license. ASCE grades are applicable to all Engineering disciplines.**

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

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

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 Consultant and the Construction Contractor(s).

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

Absolutely no subconsultant work shall begin without the specific written consent of the Deputy Chief Engineer.

Under the direction of the Engineer, the consultant shall provide a dedicated Community Relations Subconsultant to support the project with the distribution of timely, accurate, and constructive information. The subconsultant will serve as adjunct to NYC/DOT; attend community meetings, advise and update the community as to a project's plans, schedule and progress. The subconsultant will also be responsible for responding to and coordinating the following: answering questions from the public, maintaining mailing lists, issuing newsletters, press releases, and brochures, as well as other associated tasks. The Public Outreach Subconsultant will require extensive community and public relations experience, a superior command of the English language, and excellent communication skills in order to carry out the aforementioned responsibilities:

1. Specific Tasks Include:

- a. Plan and implement a public outreach program. This plan will detail the outreach procedures that will be utilized throughout the entire project such as: press releases, public advisories, dedicated hotlines and web sites. This plan will also include intense start-up information distribution such as press fact sheets, travel advisories and if directed, require attendance at public and local meetings to establish the subconsultant office contact.
- b. Identify key community leaders and establish points of contact with elected officials, community boards, civic/merchant groups, etc. for ongoing dialogue and liaison.
- c. Create mailings lists of elected officials, Community Boards, community groups, etc. for effective information distribution.
- d. Foster ongoing communication and coordination through regular updates, telephone contacts, field visits with community and other NYC agencies such as the Transit Authority and Office of Construction Mitigation and Coordination ("OCMC").
- e. Maintain telephone and visitor logs.

f. The primary goal of the subconsultant will be the identification of potential problems/issues concerning the project. Thereafter, the subconsultant will be responsible for notification of project concerns to the community. Also, the subconsultant will provide the NYCDOT with possible solutions to these concerns.

2. Prepare and Upon Approval Issue Newsletter

A quarterly newsletter will be produced by the subconsultant. It will contain current information about the project: including work completed, work to be performed in the near future, schedule information, and what the public can do to help. No newsletters are to be distributed without the express prior approval of the NYCDOT Division of Bridges Community Affairs Director and the NYCDOT Press Office.

3. Prepare and Upon Approval Issue Brochures

Project brochures will be printed and distributed prior to roadway closures to inform bridge users of the anticipated closures and offer alternatives. The brochures will be included in the press releases for each roadway closure.

4. Prepare and Upon Approval Issue Direct Mailings

There will be several direct mailings targeted at bridge users and nearby employers which will include the current brochure and newsletter. Other information related to public transportation or alternate routes may also be included. No direct mailings are to be distributed without the express prior approval of the NYCDOT Division of Bridges Community Affairs Director and the NYCDOT Press Office.

5. Prepare Press Releases for Issue by the NYCDOT

Whenever a major stage of the construction is scheduled to begin a press release will be made available to the media. This will document information similar to the newsletters for the upcoming project, including roadway and transit closures. All press releases require direct, express prior approval from the Community Affairs Director and the NYCDOT Press Office.

**II. RESIDENT ENGINEERING AND INSPECTION**

A. The Consultant shall be the representative of the Department at the site and, subject to review by the Commissioner or his duly authorized representative, shall have the power, in the first instance, to inspect the performance of the work, as delineated in Article 30, "The Resident Engineer", of the Agreement section of the Standard Specifications of the Bureau of Highway Operations, dated June, 1986, as currently amended.

B. The Consultant agrees that he will endeavor to safeguard the City against deficits and deficiencies in the work and that he will use reasonable care and reasonable powers of observation and detection in determining that the work conforms to the Construction Contract documents.

- C. It is the responsibility of the Construction Contractor(s), and not the responsibility of the Consultant, to determine the "Means and Methods of Construction", as defined in Article 4, of the Agreement section of the Standard Specifications of the Bureau of Highway Operations, dated June, 1986, as currently amended. However, if the Consultant reasonably believes that the means and methods of construction proposed by the Construction Contractor(s) will constitute or create a hazard to the work, or to the persons or property, or will not produce finished work in accordance with the terms of the Construction Contract, such means and methods must be reported to the Commissioner, or to his duly authorized representative.
- D. The Commissioner through his duly authorized representative, the Chief Engineer for the Division of Bridges, will assign a City employed engineer to review the performance of the Consultant and to serve as liaison between the Department and the Consultant. This City engineer shall be the senior authority in the field, and the Consultant Engineer shall be responsible to this representative of the Commissioner.
- E. It shall be the responsibility of the Construction Contractor(s) to accomplish the work in accordance with the pre-established construction schedules. The Consultant, however, shall advise the Commissioner or his duly authorized representative when a Construction Contractor's progress falls behind the pre-established and approved construction schedule.
- F. If required by the Commissioner, the Consultant shall review the adequacy of the Construction Contractor's personnel and equipment and the availability of his necessary materials and supplies. Special attention shall be directed to the Construction Contractor's adherence to the construction progress schedule prepared by the Contractor under Article 9, "Progress Schedule", of the Agreement section of the Standard Specifications of the Bureau of Highway Operations, dated June 1986, as currently amended.

### **III. SERVICES TO BE PERFORMED**

#### **A. Resident Engineering Inspection Services**

The Consultant shall provide to the satisfaction of the Commissioner, through his duly authorized representative the Chief Engineer for the Division of Bridges, basic resident engineering and inspection services for all items of work under the Construction Contract from the date the Consultant is ordered to commence work to the completion of the Construction Contractor's operations, and the acceptance of the work under the Construction Contract by the Commissioner. These services are to include monitoring of the Construction Contractor's activities for conformance with the contract documents, coordination with City Agencies and public and private utilities, and monitoring the condition of the contract site for conformance with the contract documents, so as to provide a safe environment for both workers and the general public. These services shall include the following:

1. Supervise the erection of structures necessary to protect the public during the construction operations.
2. Check detour and maintenance of traffic routes on a regular basis to insure compliance by the Construction Contractor.
3. Spot check, for accuracy, Survey and Stake-out performed by the Construction Contractor.

4. Be responsible for all field measurements, computations and sketches necessary for payment purposes. The final payment package shall be submitted to the Chief Engineer for the Division of Bridges within one (1) month of the date of final inspection of the Construction Contract.
5. Check the Construction Contractor's layout and concrete form work for correctness, including line and grade.
6. Check placement of all steel reinforcement and structural steel for structures.
7. Notify the Department of any anticipated delays in fabrication, erection or construction.
8. Check the removal, installation and reinstallation of all signs, including the fastening of chains from sign structures.
9. Check layout of conduits, pipes, gas mains, water mains, electrical conduit and lighting equipment, and other miscellaneous structures.
10. Check all electrical wiring, permanent or temporary, for compliance with the plans and specifications.
11. Check the performance of excavation, and compliance with safety standards for sheeting.
12. Check the placement of concrete, structural concrete and asphalt pavements.

In addition, the Consultant is to supply:

Two (2) airmeters with carrying case including rubber mallet  
One (1) concrete slump testing set  
One (1) concrete thermometer  
One (1) asphalt thermometer

These items are considered " Tools of the Trade" and are part of overhead and not to be included in Out-of Pocket Expenses.

13. Check the removal of paints containing lead for compliance with plans, specifications, and safety standards.
14. Check the painting of steel structures.
15. Prepare and certify all estimates for payment, including extra or additional work, computations, payment vouchers, monthly progress reports, and material balances.
16. Prepare reports, including recommendations for additional or extra work which shall include exact records of labor, equipment and materials relative to the extra or additional work, which shall be subject to the approval of the Chief Engineer for the Division of Bridges, prior to the issuance of said reports.
17. Prepare all reports as requested by the Commissioner and/or his duly authorized representative.

18. Prepare reports in a form suitable for transmission to the Comptroller and the Law Department on claims made during the course of the work and within one year after completion and final acceptance of the work.
19. Prepare all replies to the Contractor's letters and complaints for the signature of the Commissioner and/or his duly authorized representative.
20. Furnish assistance and aid to start and advance the work, such as conferences with interested City Agencies and other parties, when requested.
21. Interpret the contract drawings and add explanatory information consistent with the contract documents.
22. Substantiate the quality and check the placement of all pre-cast prestressed structural elements when they are to be used on the project.
23. Obtain all required Manufacturer's Certificates as required under the Construction Contract, in accordance with NYCDOT Quality Assurance Manual for the Bridge Rehabilitation Program, dated June 1990 as currently amended.
24. Perform the detailed inspection work and field tests of all materials and items of work in accordance with NYCDOT Quality Assurance Manual for the Bridge Rehabilitation Program, dated June 1990 as currently amended.
25. Check and approve the Contractor's pile layout, condition of piles, treatment of piles, pile driving equipment and method of pile driving. Also certify pile records, locations and lengths.
26. Check and approve the installation and operation of all electrical and mechanical bridge operating equipment and appurtenances.
27. The Consultant shall monitor contractor compliance with LBE/EEO and training requirements and take necessary actions in accordance with the procedures established by the New York City Department of Transportation.
28. Establish and maintain project accounts in accordance with the State Comptroller's Accounting Manual and good accounting practices.
29. The Consultant shall evaluate the performance of the prime construction contractors on this project by completing the City's construction contractor performance evaluation form. A form shall be completed when 50% of the contract is vouchered and at substantial completion. The form shall be submitted to the Commissioner no later than fifteen (15) calendar days after the occurrence of these events.
30. Check and approve all record ("as-built") drawings.
31. Prepare fixed asset inventory forms.
32. Prepare and maintain all project records in accordance with the requirements of the New York State Department of Transportation "Manual for Uniform Record Keeping" (MURK).
33. The Department will make all final determinations regarding structure related plan changes, modifications and additions to the contract.

34. The Consultant will process for approval all shop drawings and or catalog cuts normally approved by City agencies. The Consultant will log and track submission of Shop Drawings to the Departmental personnel designated or the designated Construction Support Services Consultant. These shall include but not be limited to:
  - a) Electrical and lighting equipment
  - b) NYCTA power, communications and switching equipment
  - c) The list of "all" shop drawings.
35. The Consultant shall attend liaison, progress, coordination and other such meetings held during the progress of the contract.
36. When required by the Department, the Consultant shall analyze, review, and provide recommendations on all changes in design or proposed work, particularly as they may apply to "Value Engineering" that is proposed by the Contractor.
37. The Consultant shall inspect the maintenance and protection of traffic operations on a daily basis entering his observation in the Consultants Diary, and shall review and evaluate contractor proposals and make recommendations to the Department. The Consultant's employee assigned this responsibility shall be trained in this area, and approved by the Department for this work. This employee shall be designated the "MPT Safety Officer" for the project.
38. The Consultant shall maintain the schedule for the project, process contractor-supplied data, analyze and evaluate the results. He shall advise the Department to take all necessary actions to the extent feasible to ensure that the project schedule is met.
39. When required by the Department the Consultant shall inspect, review and evaluate the contractor's proposals for handling and disposal of hazardous waste materials.
40. The Consultant shall provide offsite plant inspection of fabricated and/or raw materials used on this project, as directed by the Department. To insure conformance with the material specifications of the construction contract, the Consultant shall review all inspection reports and test results and make recommendations for acceptance or rejection.
41. The Consultant shall act as the agency's representative at the job site for the purpose of implementing the "Memo of Understanding" between the NYC Police Department and the Department for the purpose of Construction Site Security.
42. The Consultant shall have the in-house specialized capability or shall have a specialized subconsultant, to handle the agency's Air Monitoring Program.
43. The Consultant shall take and analyze "surface soil samples for lead before, during and upon completion of any lead paint removal. The Consultant shall submit a sampling/analysis/evaluation plan draft form to the Department for approval prior to implementation. This plan shall comply with the Department's Surface Soil Sampling Requirements.
44. The Consultant shall prepare, furnish, index and microfilm complete sets of accurate shop, working and record as-built drawings, catalog sheets, technical bulletins, manuals, diagrams, other printed matter, etc. as required which shall show the work as actually installed in compliance with the provisions of the Microfilming requirements.

45. The Consultant shall provide a dedicated "Public Outreach Liaison" as describe in section I. (E.), above.

**B. Materials Testing Services**

The Consultant shall retain, in accordance with all City rules and regulations in connection with retaining services other than Professional Engineering, the services of a qualified Laboratory to provide detailed testing for all materials normally tested under New York State Department of Transportation construction projects and for which no provisions have been made. In no event however, shall the Consultant utilize the services of the Laboratory without prior written authorization by the Commissioner or his duly authorized representative.

**C. Finalization Services**

For Finalization Services the Consultant shall prepare and submit, in accordance with the directions of the Commissioner, through his duly authorized representative the Chief Engineer for the Divison of Bridges, the final payment package; and shall compile and submit to the Commissioner all final project records including all reports (including laboratory and plant testing reports), manufacturer's certificates, survey field books, inspector's reports, monthly and final estimate records, "as-built" drawings (including microfilming and indexing) conforming to New York City Department of Transportation standards showing all changes from contract plans and other pertinent data, photographs of various phases of construction (to be supplied by the Construction Contractor), and all other data which may be required for the proper completion and records of the construction contract.

**IV. FEES AND PAYMENTS**

**A. FEE**

In full payment for Resident Engineering and Inspection Services, and Materials Testing Services, the City shall pay to the Consultant, and the Consultant agrees to accept a fee not to exceed \$\_\_\_\_\_.

**B. BASIS**

Payment for the services rendered herein shall be made on the following basis:

1. For Resident Engineering Inspection Services, payment shall be made on the basis of total direct technical field salaries, including applicable weekend/night work differential, times a technical field multiplier, plus direct reimbursement for principals' time, authorized overtime premium pay and certain out-of-pocket expenses.
2. For Materials Testing Services, payment shall be made on the basis of direct reimbursement or out-of-pocket expenses.
3. For Finalization Services, payment shall be made on the basis of total direct technical field salaries times a technical field multiplier, plus certain out-of-pocket expenses.

## C. DEFINITIONS

### 1. Direct Technical Salary Cost

Direct technical salary cost shall include only engineering, surveying, technical and drafting salaries, including applicable weekend/night work differential but exclusive of Principals' Time, and shall be derived from direct individual salaries for actual time worked, including applicable weekend/night work differential but not including overtime premium pay, vacation pay, holiday pay, social security, unemployment insurance, worker's compensation, sick pay or other fringe benefits. The direct technical salaries shall be comprised of one segment:

Direct technical field salaries, which shall be those salaries directly related to Resident Engineering Inspection Services and Finalization Services.

### 2. Multiplier

The multiplier shall be applied to the direct salary costs of the Consultant and shall be considered as including provisions for indirect costs and profit. There shall be one multiplier, as follows:

A technical field multiplier to be applied to direct technical field salaries in connection with Resident Engineering Inspection Services and Finalization Services.

### 3. Principals' Time

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

- a. The rate of compensation for Principals' Time as stated herein before, shall not exceed One Hundred Dollars (\$100.00) per hour, to be based on actual draw.
- b. The Principals participating in the Project shall provide the Commissioner with a demonstration certifying his/her actual draw from the firm on an average weekly basis. Where said rate exceeds Fifty Dollars (\$50.00) per hour, the principal participating in the project shall provide the Commissioner with a notarized statement by a certified public accountant that such rate does not exceed the principals' annual direct compensation, excluding profit, computed on an hourly rate. The amount payable for Principals' Time shall not be included in the technical salary cost base and is not subject to any multiplier.
- c. The Principals participating in the Project shall maintain a daily log of their participation, which shall be available for inspection by the Commissioner and the Comptroller of the City.
- d. The Commissioner shall certify that direct participation by the Principals is essential to the effective and economic completion of the Project.
- e. The total compensation for the Principals' Time shall not exceed thirty-five percent (35%) of the total not to exceed fee as stated herein before.

- f. In the event that a Principal assumes the specific assignment of responsibilities normally allocated to a technical member of the project team, said Principal shall be compensated at a rate corresponding to the technical salary commensurate with that assignment times an adjusted (where appropriate) multiplier, said multiplier to be established by Department's Engineering Audits Office to avoid duplication of indirect expenses. (The adjusted multiplier is calculated by decreasing the consultant multiplier by 10%).
- g. The words "the Principals" or "the Principals of the firm" are understood to mean those individuals in a firm who possess legal responsibility for its management. They may be owners, corporate officers, associates, partners, etc. With respect to a corporation, a principal is further defined as that person who owns ten (10) percent or more of the voting stock.

#### 4. Out-Of-Pocket Expense

Out-of-pocket expenses shall be limited to:

- a. The cost of acquiring, on a per diem basis, the services of other experts or Consultants as may be required for the performance of the Consultant's services are subject to the same audit rules as the prime consultant.
- b. The costs of the use of motor vehicles, owned by the Consultant or employees of the Consultant or leased and maintained by the Consultant and used specifically for and only for the performance of this contract, shall be compensated on a direct mileage basis in accordance with the standards as established for reimbursement allowances for City personnel by the current edition of Directive #6, NYC Comptroller. The cost of MTA Tokens and Tolls within the city borders is reimbursable as out-of-pocket costs. However, cost of parking is not reimbursable.
- c. The cost of printing and duplicating for this project by an outside vendor is reimbursable as out-of-pocket costs based on the submitted invoice. However, cost of printing by in-house services is not reimbursable.
- d. The cost of renting other materials or equipment, or acquiring services specifically for, and applicable only to, this project may be submitted for direct payment as out-of-pocket costs. This shall not include the purchase of general tools or office supplies whether expendable or reusable.
- e. The costs of the specified registered mailing and/or FEDEX type services directed by the Department are reimbursable as out-of-pocket costs. However, routine postage, messenger service, etc. are not reimbursable.
- f. The cost of project related long distance telephone calls are reimbursable as out-of-pocket costs.
- g. The cost of acquiring the services of a licensed surveyor, as may be required, for performing surveying and/or plotting of surveys.
- h. The cost of project specified microfilming services are reimbursable as out-of-pocket costs.
- i. The cost of project specified photographic film, developing and printing services are reimbursable as out-of-pocket costs.

- j. The cost of retaining the services of a qualified contractor, or contractors, to provide for, Soil Investigation and Testing Services, Test Pits, Soil Boring, Pressure Tests, Video Pipe Surveys, Sounding/Ground Penetrating Radar, Probe Holes, Non Destructive Testing of Water mains, Subsurface Void investigation, and Water Testing, Concrete Coring and Concrete Core Testing Services, Concrete Encasement Removal, Steel Sampling, Underwater Inspection, and other necessary investigative and testing services.
- k. The cost of procurement of copies of documents, data sheets, drawings and reports for reference and information.
- l. The costs of project specific miscellaneous items approved by the Deputy Chief Engineer are reimbursable.

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

5. Indirect Costs and Overhead

- a. Indirect Costs shall include costs of a general nature which could be applied to the Consultant's entire operation and which are not readily attributable to any one project. These shall include: fringe benefits, taxes, insurance premiums, postage, office supplies, motor vehicles, equipment, office machine and computer rentals, depreciation on purchased equipment, maintenance and operation costs, recruitment, temporary facilities, consultant fees, overhead (see below) and any such costs as are necessary to conduct the Consultant's operations with the exception of those cost items which are submitted to direct payment as out-of-pocket expenses.
- b. Overhead includes that portion of the Consultant's administrative, clerical and financial costs which are applicable to operations, including, but not limited to: rent, utilities, salary costs of administrative and clerical work (including administrative services of the Principal and Technical Typing), fringe benefits, payroll expenses, taxes, insurance, legal and professional fees, bank service charges, depreciation, office supplies and equipment, maintenance, etc.

6. Overtime Premium

Overtime Premium Compensation shall be those payments over and above straight salary for hours actually worked, which are required either by applicable State and Federal Laws and Regulations or with in accordance with the schedule, as directed by the Department. In no event however, shall the rate of overtime premium compensation exceed the Consultant's normal Company Policy relating to such compensation.

7. Weekend/Night Work Differential

Weekend/night work differential shall be compensation over and above the daily wage rate for normally scheduled non-overtime shift work either on weekends or between the hours of 6:00 P.M. and 8:00 A. M. The weekend/night work differential shall be limited to a maximum of ten percent (10%) of actual base pay for applicable time worked during the differential periods, exclusive of overtime premium pay, and shall be paid in accordance with the standards as established for reimbursement allowances for City personnel. In no event however, shall the rate of overtime premium compensation exceed the Consultant's normal Company Policy relating to such compensation.

8. Performance Evaluation

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

D. PAYMENTS

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

1. For Resident Engineering Inspection Services and Finalization Services, payments shall be made based on direct technical field salaries of the Consultant times a technical field multiplier of \$\_\_\_\_\_.\*
2. For approved out-of-pocket costs, including Materials Testing Services, overtime premium pay and allowable time for Principals' services, payments shall be made on the basis of direct reimbursement at cost to the Consultant, with no markup for the Consultant's overhead and profit.

\* Said multiplier was established by the Consultant in his/her "Request For Proposal" submission and has been accepted by the Department subject to the review and audit provisions as contained herein. In no event shall said multiplier be increased.

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

c) The Commissioner shall review the said voucher and if, in his/her judgment, the work and services therein set forth have been performed, the Commissioner shall endorse his/her approval of payment of said voucher and certify that the work and services have been satisfactorily performed by the Consultant.

- d) Out-of-pocket expenses, overtime premium pay and compensation for Principals' Time approved by the Commissioner shall be paid at cost to the Consultant, with no markup for the Consultant's overhead and profit.
- e) The last and final payment to the Consultant shall become due and payable upon the actual completion of the work under this contract and the filing by the Consultant with the Commissioner of all records and documents in connection with the project, including the record ("as built") drawings of the project.
- f) The final voucher shall be accompanied by a statement certifying and scheduling the total direct technical salary costs of the Consultant attributable to the contract.
- g) The fee and all payments hereunder shall be subject to review and audit by the Department of Transportation and subject to a post audit by the Comptroller.
- h) The fee shall not be increased for any reason except as provided herein or where such increase is due to a material change in scope of work.
- i) No overhead and profit shall be paid on the premium portion of overtime authorized, in connection with field operations, by the Commissioner. However, the Consultant will be paid the total direct cost of overtime, times the technical field multiplier.
- j) The annual daily wage rates, exclusive of applicable weekend/night work differential, shall not exceed the average hourly rates as shown on the Labor Cost Proposal Form(s). However, the Consultant may periodically, but not more than once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be subject to the approval of the Chief Engineer for the Division of Bridges and the Engineering Audit Officer, and shall be within the parameters as established in the U.S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers - Wages and Salaries.\*\*

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

- k) The City shall retain five percent (5%) from each Consultant's progress payment.
- l) In addition to any other requirements contained herein, the Consultant is advised that all payments due under this contract are subject to various directives issued by the Office of the Comptroller regarding the auditing of payment to consultants. Such directives are:

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

Said Directive may be obtained from Project Engineer.

E. COST LIMITATIONS

The total "not to exceed" fee of \$\_\_\_\_\_ shall be apportioned as follows:

1) Resident Engineering Inspection Services (including basic services, overtime services and/or regularly scheduled weekend or night work) and Finalization Services the total direct technical field salary costs times the technical field multiplier, plus overtime premium pay and Principals' Time shall not exceed \$\_\_\_\_\_.

2) The total cost of out-of-pocket expenses for the project shall not exceed \$\_\_\_\_\_00.\*

\* The cost limitations for these are budgetary estimates of non-DTL expenses only and have been established to cover work which may reasonably be expected on this project. The actual extent and cost of this work shall be determined during the Consultant's operations in connection with the project, and may or may not exceed the limitations as stated herein. In the event that the cost of required work exceeds the stated cost limitation for this work, the Consultant shall, upon concurrence of the Department and of the Office of Management and Budget, make written request for an increase in funds in accordance with standard change-order procedures and in conformance with Section 6.24 of Appendix A2.

F. OVERTIME

The need for overtime on a project must receive prior approval of the Commissioner, or duly authorized representative the Chief Engineer for the Divison of Bridges. The Consultant shall obtain this authorization before assigning personnel on an overtime basis. In the event that such prior approval cannot be obtained due to the nature of the operations, the Consultant shall submit a written report detailing the need for such overtime. This report shall be subject to the review and approval of the Commissioner, or duly authorized representative the Chief Engineer for the Divison of Bridges. Overtime compensation will be paid in accordance with the following:

a) Personnel other Than Surveyors

Compensation shall be limited to those payments required by applicable State and Federal Laws and Regulations. Overtime payments by the Consultant in excess of those required by such Laws and Regulations may be included as indirect labor salaries, subject to an audit by the Department of Transportation and to a post audit by the Comptroller.

b) Surveyors

Compensation for approved overtime for those personnel covered under the Field Survey Union Contract will be paid in accordance with the schedule set up under the Field Survey Union Contract.

G. CONSTRUCTION TIME

In the event that the Consultant's Resident Engineering Services are required to perform field inspection beyond the specified construction duration and the maximum fee has been expended, the maximum fee shall be increased, subject to the approval of the Director of the Office of Management and Budget, and compensation thereafter shall be made as hereinbefore specified. However, the Consultant shall first submit a proposed Manning Schedule, for the anticipated remainder of the construction period, for the approval of the Commissioner and the Director of the Office of Management and Budget. If the Construction Contractor performs the work in such a manner, or at such a number of simultaneous locations, as to require the Consultant, under the direction of the Commissioner, to provide additional inspectors such that the total inspection manpower, in person-days, shown on **Form 4T1 Labor Cost Proposal Form(s)**, will be exceeded, then this condition will be considered a change in the scope of this contract and a change order will be issued, subject to the approval of the Director of the Office of Management and Budget, increasing the maximum fee. For the purposes of this Article, construction duration, in connection with field inspection, is scheduled as follows: **1095 Consecutive Calendar Days** from Notice to Proceed for the Construction Contractor. However, final completion of construction occurs after final inspection of the Project and the Commissioner's determination that no further work remains to be done at the site(s).

H. The Consultant shall be entitled to the use and occupancy of an Engineer's Field Office as provided for in the detailed specifications of the Construction Contract, during the progress of the Construction Contract and to the completion and acceptance of the work by the Commissioner.

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

J. The Consultant agrees that, in the event the City deems it necessary to cancel the Construction Contract of the project for any cause, he will perform the necessary inspection services to effect the close-out of the construction or completion of the work described in said contract if the construction is completed under another contract. For such inspection services, the Consultant shall not receive extra compensation but he shall be compensated in accordance with the terms of this Agreement in the same manner as if the cancellation of such Construction Contract had not occurred.

K. Partial Payments

The Consultant shall be paid in monthly progress payments based on actual allowable costs incurred during the period in accordance with Section IV of this Agreement. The Consultant shall submit a breakdown of costs for each specific task provided with request for payment. Bills are subject to the approval of the Chief Engineer for the Division of Bridges, or his duly authorized representative.

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

- b) All Sub-Contractor and Sub-Consultant vouchers received by the Consultant at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the Consultant does not have other costs to be billed for that period. The Consultant shall inform the Sub-Contractor or Sub-Consultant of the date the voucher was submitted to the City and the amount included for the Sub-Contractor or Sub-Consultant.
  - c) The Consultant is required to make partial payments to all Sub-Contractors or Sub-Consultants within ten (10) calendar days of receipt of payment from the City.
- L. The total length of this continuous Resident Engineering and Inspection contract shall be **220** consecutive calendar days after final completion of construction.