



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DAVID J. BURNEY, FAIA
Commissioner

CAROL DIAGOSTINO
Agency Chief
Contracting Officer

April 2, 2013

ADDENDUM NO. 1

PROJECT: Resident Engineering Inspection Services for Prior Notice Sidewalks, Boroughs of Queens, Brooklyn, Bronx, Manhattan, Citywide and Staten Island

PIN: 8502013HW0052P-57P

THE ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

RFP and Contract

- The RFP is amended as set forth below.

Section II, C has been revised. Delete RFP-4 and replace with revised RFP-4 appended to this addendum.

- The Contract is amended as set forth below.

Exhibit A has been revised. Delete pages 31 and replace with revised pages 31 appended to this addendum.

Contact: Jia Mei, meij@ddc.nyc.gov
Phone No.: 718-391-2264





By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER FOR THE CONTRACT AND ATTACHED TO THE TECHNICAL PROPOSAL.

Carol DiAgostino
Agency Chief Contracting Officer

Name of Proposer

By _____

Title _____



C. Contract Term / Cost Estimate:

The term of the contract shall commence on the date of the registration and shall continue until completion of all required services. The anticipated time frame for completion of all required services is set forth below and in Exhibit A to the attached Contract. The estimated cost of the required construction work for each Project is as follows:

	<u>Estimated Cost of Construction</u>	<u>Contract Term</u>
1. Queens	\$4,500,000.00	365 CCDs
2. Brooklyn	\$4,100,000.00	365 CCDs
3. Bronx	\$3,000,000.00	365 CCDs
4. Manhattan	\$1,819,000.00	300 CCDs
5. Citywide	\$2,500,000.00	365 CCDs
6. Staten Island	\$2,000,000.00	270 CCDs

D. Insurance:

Requirements for insurance that must be provided by the Engineer and its subconsultants are specified in Article 7 of Appendix A, which is included as an Exhibit to the attached contract. The cost of all insurance is deemed included in payments to the Engineer, as set forth in the attached contract. The Proposer is advised to review such insurance requirements.

E. Payment Provisions:

Payments for all required services for the Project shall be in accordance with Article 7 of the Contract. As indicated therein, the Engineer shall be paid for staffing expenses for engineering personnel identified in the approved Staffing Plan. Staffing expenses shall be calculated based on Direct Salary Rates per hour for specified personnel, subject to a Multiplier for Overhead and Profit. The negotiation of Maximum Allowable Direct Salary Rates per hour for all required titles shall be based on the Actual Direct Salary Rates per hour submitted by the proposer, as well as the projected increase per year in such rates, based on the Employment Cost Index for Professional, Scientific and Technical Services, published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index").

1. The Direct Salary Rate per hour for an assigned employee shall be determined by the Commissioner and shall be the **LESSER** of (1) the assigned employee's actual annual direct salary, computed on an hourly basis, or (2) the Maximum Allowable Direct Salary Rate per hour for the assigned employee's title, as described in Attachment 4. The Engineer shall not be entitled to payment for staffing expenses for (1) any project executive(s), and/or (2) any personnel not included in the approved Staffing Plan.
2. The Multiplier for Overhead and Profit shall be negotiated with the selected proposer.

EXHIBIT A

CONTRACT INFORMATION

- **Project:** Resident Engineering Inspection Services for Prior Notice Sidewalks, Borough of Queens
- **Subconsultant(s):** _____
- **Base Term of the Contract:** This Contract shall commence as of the date of registration by the Comptroller and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder, including Post Construction Services, as set forth in Article 6.4. The anticipated time frame for completion of all required services is set forth below. All time frames below are in consecutive calendar days (“CCDs”).
 - Anticipated time frame for Completion of all Required Services: 365 CCDs
 - Anticipated time frame for Pre-Construction Services: 30 CCDs
 - Anticipated time frame for Construction Services: 245 CCDs
 - Anticipated time frame for Post Construction Services: 90 CCDs
- **Insurance Requirements:** General Provisions governing the Contract, including insurance coverage the Engineer and its subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.
- **Subcontracting:** Subcontracting is only permitted as set forth below. Provisions regarding subcontracting, including provisions requiring the approval of subcontractors, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.
 - **Resident Engineer and Office Engineer:** The Engineer is not permitted to enter into any subcontract(s) for the services of the Resident Engineer and the Office Engineer. Individuals providing services as the Resident Engineer and the Office Engineer must be employees of the Engineer.
 - **Other Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of Key Personnel other than the Resident Engineer and the Office Engineer.
 - **Non-Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of non-Key Personnel.
 - **Reimbursable Services:** The Engineer is permitted to enter into subcontracts for Reimbursable Services
- **Multiplier for Overhead and Profit:** _____
- **Allowance for Staffing Expenses for Services During Regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Staffing Expenses for Services During Non-regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Reimbursable Services:** Not to Exceed \$ _____
- **Total Amount of Contract:** Not to Exceed \$ _____

EXHIBIT A

CONTRACT INFORMATION

- **Project:** Resident Engineering Inspection Services for Prior Notice Sidewalks, Borough of Brooklyn
- **Subconsultant(s):** _____
- **Base Term of the Contract:** This Contract shall commence as of the date of registration by the Comptroller and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder, including Post Construction Services, as set forth in Article 6.4. The anticipated time frame for completion of all required services is set forth below. All time frames below are in consecutive calendar days (“CCDs”).
 - Anticipated time frame for Completion of all Required Services: 365 CCDs
 - Anticipated time frame for Pre-Construction Services: 30 CCDs
 - Anticipated time frame for Construction Services: 245 CCDs
 - Anticipated time frame for Post Construction Services: 90 CCDs
- **Insurance Requirements:** General Provisions governing the Contract, including insurance coverage the Engineer and its subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.
- **Subcontracting:** Subcontracting is only permitted as set forth below. Provisions regarding subcontracting, including provisions requiring the approval of subcontractors, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.
 - **Resident Engineer and Office Engineer:** The Engineer is not permitted to enter into any subcontract(s) for the services of the Resident Engineer and the Office Engineer. Individuals providing services as the Resident Engineer and the Office Engineer must be employees of the Engineer.
 - **Other Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of Key Personnel other than the Resident Engineer and the Office Engineer.
 - **Non-Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of non-Key Personnel.
 - **Reimbursable Services:** The Engineer is permitted to enter into subcontracts for Reimbursable Services
- **Multiplier for Overhead and Profit:** _____
- **Allowance for Staffing Expenses for Services During Regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Staffing Expenses for Services During Non-regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Reimbursable Services:** Not to Exceed \$ _____
- **Total Amount of Contract:** Not to Exceed \$ _____

EXHIBIT A

CONTRACT INFORMATION

- **Project:** Resident Engineering Inspection Services for Prior Notice Sidewalks, Borough of the Bronx
- **Subconsultant(s):** _____
- **Base Term of the Contract:** This Contract shall commence as of the date of registration by the Comptroller and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder, including Post Construction Services, as set forth in Article 6.4. The anticipated time frame for completion of all required services is set forth below. All time frames below are in consecutive calendar days (“CCDs”).
 - Anticipated time frame for Completion of all Required Services: 365 CCDs
 - Anticipated time frame for Pre-Construction Services: 30 CCDs
 - Anticipated time frame for Construction Services: 245 CCDs
 - Anticipated time frame for Post Construction Services: 90 CCDs
- **Insurance Requirements:** General Provisions governing the Contract, including insurance coverage the Engineer and its subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.
- **Subcontracting:** Subcontracting is only permitted as set forth below. Provisions regarding subcontracting, including provisions requiring the approval of subcontractors, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.
 - **Resident Engineer and Office Engineer:** The Engineer is not permitted to enter into any subcontract(s) for the services of the Resident Engineer and the Office Engineer. Individuals providing services as the Resident Engineer and the Office Engineer must be employees of the Engineer.
 - **Other Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of Key Personnel other than the Resident Engineer and the Office Engineer.
 - **Non-Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of non-Key Personnel.
 - **Reimbursable Services:** The Engineer is permitted to enter into subcontracts for Reimbursable Services
- **Multiplier for Overhead and Profit:** _____
- **Allowance for Staffing Expenses for Services During Regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Staffing Expenses for Services During Non-regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Reimbursable Services:** Not to Exceed \$ _____
- **Total Amount of Contract:** Not to Exceed \$ _____

EXHIBIT A

CONTRACT INFORMATION

- **Project:** Resident Engineering Inspection Services for Prior Notice Sidewalks, Borough of Manhattan

- **Subconsultant(s):** _____

- **Base Term of the Contract:** This Contract shall commence as of the date of registration by the Comptroller and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder, including Post Construction Services, as set forth in Article 6.4. The anticipated time frame for completion of all required services is set forth below. All time frames below are in consecutive calendar days (“CCDs”).
 - Anticipated time frame for Completion of all Required Services: 300 CCDs
 - Anticipated time frame for Pre-Construction Services: 30 CCDs
 - Anticipated time frame for Construction Services: 180 CCDs
 - Anticipated time frame for Post Construction Services: 90 CCDs

- **Insurance Requirements:** General Provisions governing the Contract, including insurance coverage the Engineer and its subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.

- **Subcontracting:** Subcontracting is only permitted as set forth below. Provisions regarding subcontracting, including provisions requiring the approval of subcontractors, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.
 - **Resident Engineer and Office Engineer:** The Engineer is not permitted to enter into any subcontract(s) for the services of the Resident Engineer and the Office Engineer. Individuals providing services as the Resident Engineer and the Office Engineer must be employees of the Engineer.
 - **Other Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of Key Personnel other than the Resident Engineer and the Office Engineer.
 - **Non-Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of non-Key Personnel.
 - **Reimbursable Services:** The Engineer is permitted to enter into subcontracts for Reimbursable Services

- **Multiplier for Overhead and Profit:** _____

- **Allowance for Staffing Expenses for Services During Regular Business Hours:** Not to Exceed \$ _____

- **Allowance for Staffing Expenses for Services During Non-regular Business Hours:** Not to Exceed \$ _____

- **Allowance for Reimbursable Services:** Not to Exceed \$ _____

- **Total Amount of Contract:** Not to Exceed \$ _____

EXHIBIT A

CONTRACT INFORMATION

- **Project:** Resident Engineering Inspection Services for Prior Notice Sidewalks, Citywide
- **Subconsultant(s):** _____
- **Base Term of the Contract:** This Contract shall commence as of the date of registration by the Comptroller and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder, including Post Construction Services, as set forth in Article 6.4. The anticipated time frame for completion of all required services is set forth below. All time frames below are in consecutive calendar days (“CCDs”).
 - Anticipated time frame for Completion of all Required Services: 365 CCDs
 - Anticipated time frame for Pre-Construction Services: 30 CCDs
 - Anticipated time frame for Construction Services: 245 CCDs
 - Anticipated time frame for Post Construction Services: 90 CCDs
- **Insurance Requirements:** General Provisions governing the Contract, including insurance coverage the Engineer and its subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.
- **Subcontracting:** Subcontracting is only permitted as set forth below. Provisions regarding subcontracting, including provisions requiring the approval of subcontractors, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.
 - **Resident Engineer and Office Engineer:** The Engineer is not permitted to enter into any subcontract(s) for the services of the Resident Engineer and the Office Engineer. Individuals providing services as the Resident Engineer and the Office Engineer must be employees of the Engineer.
 - **Other Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of Key Personnel other than the Resident Engineer and the Office Engineer.
 - **Non-Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of non-Key Personnel.
 - **Reimbursable Services:** The Engineer is permitted to enter into subcontracts for Reimbursable Services
- **Multiplier for Overhead and Profit:** _____
- **Allowance for Staffing Expenses for Services During Regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Staffing Expenses for Services During Non-regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Reimbursable Services:** Not to Exceed \$ _____
- **Total Amount of Contract:** Not to Exceed \$ _____

EXHIBIT A

CONTRACT INFORMATION

- **Project:** Resident Engineering Inspection Services for Prior Notice Sidewalks, Borough of Staten Island
- **Subconsultant(s):** _____
- **Base Term of the Contract:** This Contract shall commence as of the date of registration by the Comptroller and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder, including Post Construction Services, as set forth in Article 6.4. The anticipated time frame for completion of all required services is set forth below. All time frames below are in consecutive calendar days (“CCDs”).
 - Anticipated time frame for Completion of all Required Services: 270 CCDs
 - Anticipated time frame for Pre-Construction Services: 30 CCDs
 - Anticipated time frame for Construction Services: 150 CCDs
 - Anticipated time frame for Post Construction Services: 90 CCDs
- **Insurance Requirements:** General Provisions governing the Contract, including insurance coverage the Engineer and its subconsultants are required to provide, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract. Insurance Requirements are set forth in Article 7 of Appendix A.
- **Subcontracting:** Subcontracting is only permitted as set forth below. Provisions regarding subcontracting, including provisions requiring the approval of subcontractors, are set forth in Appendix A. Appendix A is included as an Exhibit to the Contract.
 - **Resident Engineer and Office Engineer:** The Engineer is not permitted to enter into any subcontract(s) for the services of the Resident Engineer and the Office Engineer. Individuals providing services as the Resident Engineer and the Office Engineer must be employees of the Engineer.
 - **Other Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of Key Personnel other than the Resident Engineer and the Office Engineer.
 - **Non-Key Personnel:** The Engineer is permitted to enter into subcontracts for the services of non-Key Personnel.
 - **Reimbursable Services:** The Engineer is permitted to enter into subcontracts for Reimbursable Services
- **Multiplier for Overhead and Profit:** _____
- **Allowance for Staffing Expenses for Services During Regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Staffing Expenses for Services During Non-regular Business Hours:** Not to Exceed \$ _____
- **Allowance for Reimbursable Services:** Not to Exceed \$ _____
- **Total Amount of Contract:** Not to Exceed \$ _____