



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DAVID J. BURNEY, FAIA
Commissioner

CAROL DIAGOSTINO
Agency Chief
Contracting Officer

November 23, 2011

ADDENDUM NO. 3

PROJECT: SE-807, Preliminary and Final Design Services for the Installation of Storm and Sanitary Sewers on 20th Avenue, between 126th Street and U.S. Bulkhead Line Area and Water Main Replacement in College Point Boulevard, between 11th and 22nd Avenues, Borough of Queens

PIN: 8502012SE0005P

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.

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REQUEST FOR PROPOSAL

The Request for Proposal is amended as set forth below:

1. **Section 1A: The submission deadline has been extended to Monday, December 12, 2011.**
2. **Attachment 5:** Topographic Survey is added to the Preliminary Design Fee. Delete in its entirety and replace with the revised Attachment 5 attached to this addendum.

CONTRACT

1. **Exhibit G:** Topographic Survey is added to the Services to be Performed by the Consultant. Delete in its entirety and replace with the revised Exhibit G attached to this addendum.

Contact: Hemwattie Roopnarine, ramnarah@ddc.nyc.gov
Phone No.: 718-391-1375

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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** _____



ATTACHMENT 5**FEE PROPOSAL**

Submission: The proposer shall submit Attachment 5 (Fee Proposal) in a clearly marked, sealed envelope. The Fee Proposal shall consist of the following three parts: (1) Part 1: Titles and All Inclusive Hourly Rates, (2) Part 2: Fee Schedule (Lump Sum Fees for All Specified Tasks), and (3) Part 3: Breakdown of Lump Sum Fees (in the form of a Staffing Table). If requested in writing by DDC, the proposer shall submit Part 4: Back Up Material for All Inclusive Hourly Rates, as described below. Submission of Part 4 shall be within two (2) business days of notice by DDC.

Negotiation: DDC will conduct negotiations as described in Section V. (A.) of the RFP. The Fees and All Inclusive Hourly Rates negotiated with the successful proposer will be included in the final Contract.

Increases: The Fees and All Inclusive Hourly Rates negotiated with the successful proposer and included in the Contract shall apply to the base term of the Contract. If the base term is extended, the Commissioner shall issue a change order to the Consultant increasing the Fees and All Inclusive Hourly Rates, subject to the conditions set forth below. If no such change order is issued, the Fees and All Inclusive Hourly Rates applicable to the base term of the Contract shall remain in effect throughout the extended term of the Contract.

- (1) No change order increasing the Fees and All Inclusive Hourly Rates shall be issued if the Commissioner determines that the Consultant is responsible for the delay or any material portion thereof.
- (2) Any increase in the Fees and All Inclusive Hourly Rates shall be based on whatever increase may have occurred during the base term of the Contract in the Employment Cost Index for Professional, Scientific, and Technical Services, published by the U.S. Dept. of Labor, Bureau of Labor Statistics (the "Index") as determined by Engineering Audit office. If, during the base term of the Contract, the Index showed an increase, the Fees and All Inclusive Hourly Rates shall be increased. If, during the base term of the Contract, the Index declined or showed no increase, the Fees and All Inclusive Hourly Rates shall remain unchanged throughout the extended term of the Contract.
- (3) Any increase in the Fees and/or All Inclusive Hourly Rates shall only apply to the portion of the work which the Consultant has not yet performed, as determined by the Commissioner. Any increase in the Fees and/or All Inclusive Hourly Rates shall not apply to any work performed by the Consultant during the base term of the Contract, even if payment for the same is made during the extended term.
- (4) Any increase in the Fees and All Inclusive Hourly Rates shall not apply to any Change Order work issued during the base term of the Contract, even if such Change Order work was actually performed during the extended term. If any Change Order is issued during the extended term of the Contract, the increased All Inclusive Hourly Rates shall be used to negotiate a lump sum fee for such Change Order work.

Decreases: All Inclusive Hourly Rates shall be negotiated based on the qualifications and salary rates of the individuals identified in the Technical Proposal. The names of individuals identified as Key Personnel, as well as their titles and qualifications, shall be included in the Contract. In the event the Consultant fails to provide any individual identified in the Technical Proposal and included in the Contract, the Commissioner may decrease the All Inclusive Hourly Rate for such individual's title to an amount based on the qualifications and salary rate of the individual approved as a replacement.

ATTACHMENT 5 (continued)

PART 2: Fee Schedule (Lump Sum Fees for All Specified Tasks): In the space provided below, the proposer shall indicate a lump sum fee for each specified task, as well as a Total Preliminary Design Fee and a Total Final Design Fee. The scope of the required design services is described in detail in the Specific Requirements, included as Exhibit G to the attached contract.

A. PRELIMINARY DESIGN FEE: The Preliminary Design Fee is comprised of the lump sum fees for the following tasks:

<u>TASK</u>	<u>Section of GR</u>	<u>Lump Sum Fee</u>
1. Topographic Survey	<u>4.2</u>	\$ _____
2. Hardware and Basin Condition Inventory	<u>4.4</u>	\$ _____
3. Subsurface Exploration Program	<u>4.5</u>	\$ _____
4. Preliminary Storm Sewer Design	<u>4.19</u>	\$ _____
5. Preliminary Sanitary Sewer Design	<u>4.19</u>	\$ _____
6. Preliminary Water Main Design	<u>4.20</u>	\$ _____
7. Preliminary Quantity and Cost Estimating	<u>4.12</u>	\$ _____
8. Electronic Archiving and Indexing	<u>4.27</u>	\$ _____

TOTAL PRELIMINARY DESIGN FEE: \$ _____

B. FINAL DESIGN FEE: The Final Design Fee is comprised of the lump sum fees for the following tasks:

9. Storm Sewer Design	<u>4.19</u>	\$ _____
10. Sanitary Sewer Design	<u>4.19</u>	\$ _____
11. Water Main Design	<u>4.20</u>	\$ _____
12. Construction Staging and Maintenance and Protection of Traffic	<u>4.24</u>	\$ _____
13. Final Quantity and Cost Estimating	<u>4.12</u>	\$ _____
14. Preparation of Specifications	<u>4.25</u>	\$ _____
15. Review and Analysis of Bids	<u>4.26</u>	\$ _____
16. Electronic Archiving and Indexing	<u>4.27</u>	\$ _____

TOTAL FINAL DESIGN FEE \$ _____

C. ALLOWANCE FOR MONTHLY FEE FOR SCHEDULING AND PROGRESS REPORTING (G.R. 4.40) **\$24,000.00**

D. ALLOWANCE FOR TIME CARD SERVICES: The Consultant shall provide Additional Professional Services on a time card basis, as directed by the Commissioner, for the following tasks:

- | | |
|--|----------------------------|
| 1. Additional Topographic Survey (GR Section 4.2) | <u>\$30,000.00</u> |
| 2. Construction Support Services including Shop Drawing Review | <u>\$250,000.00</u> |

E. ESTIMATED TOTAL REIMBURSABLE SERVICES: \$ _____

GRAND TOTAL (Not To Exceed Amount) (A) + (B) + (C) + (D) + (E) \$ _____

ATTACHMENT 5 (continued)

PART 3: Breakdown of Lump Sum Fee Per Task (Staffing Table Per Task)

The proposer shall provide a Breakdown of each Lump Sum Fee per Task set forth in Part 2: Fee Schedule. For each Task, the breakdown shall be in the form of a Staffing Table. For each task, the Staffing Table shall indicate the following: (1) required titles of personnel, (2) All Inclusive Hourly Rate per Title (as set forth in Part 1), (3) total estimated hours per title, and (4) total estimated amount per title.

The proposer is advised that the Breakdown of the Lump Sum Fee per Task shall be used for proposal analysis purposes only and shall not be binding for any other purpose under the Contract, including, without limitation, for payment purposes or in connection with a claim by the consultant for extra work and/or additional professional services.

In addition to the above, the proposer shall provide a breakdown of the Estimated Amount for Reimbursable Services. In its breakdown, the proposer shall indicate the types of Reimbursable Services it anticipates, as well as the estimated amount for each type of services. The proposer is advised as follows; (1) that any estimated amount for Reimbursable Services that is included in the final contract is not part of the fee, and (2) that the consultant is not entitled to any payment for Reimbursable Services unless it has received prior written authorization from the City to provide the same, and (3) that in most cases, the consultant will be required to conduct a competitive procurement for the required Reimbursable Services.

PART 4: Back up Material for All Inclusive Hourly Rates

If requested in writing by DDC, the proposer shall submit Back Up Material for All Inclusive Hourly Rates, as described below. Submission shall be within two (2) business days of written notice by DDC. Submission shall be in a clearly labeled, sealed package.

The required Back Up Material shall consist of Sections (A), (B) and (C) below.

(A) **Actual Direct Salary Rate Per Hour:** In its Technical Proposal (Item 3), the proposer identified ALL individuals who will provide services as Project Personnel. Such individuals must be employees of the proposer or its subconsultants. For each individual identified as Project Personnel in its Technical Proposal, the proposer shall submit the individual's Actual Direct Salary Rate per Hour, as defined below.

- An individual's actual annual direct salary shall be the salary amount directly payable to such employee on an annual basis and shall **NOT INCLUDE** any amount for the following costs or payments: (1) all payments for services performed during overtime hours (as defined in the attached contract); (2) all employer payments mandated by law, including without limitation, social security and Medicare taxes, insurance (Worker's Compensation, Employers Liability, Unemployment); (3) all employer contributions, if any, to retirement plans, including without limitation pension and/or deferred compensation plans, and (4) all costs for any and all other fringe and/or supplemental benefits.
- To compute an individual's actual annual direct salary per hour, the individual's actual annual direct salary, as defined above, shall be divided by 2080.

ATTACHMENT 5 (continued)

(B) Multiplier: The proposer shall submit its latest Overhead Audit Report that was performed by a cognizant agency (Federal Agency or State where the firm’s accounting and financial records are located). The audit must have been performed in accordance with generally accepted auditing standards and in compliance with the cost principles contained in 48 CFR Part 31. In the absence of a cognizant Overhead Audit Report, the proposer shall submit indirect cost audit reports and associated financial statements and working papers detailing the proposer’s overhead expenses for the two most recent fiscal years. These indirect cost audit reports will be reviewed by a cognizant agency.

The proposer shall submit the same Multiplier information for each subconsultant identified in its Technical Proposal.

(C) Payroll Register: The proposer shall submit its Payroll Register for the past twelve months, as well as the Payroll Register for each subconsultant identified in its Technical Proposal.

The proposer shall sign its Fee Proposal in the space provided below.

Name of Firm
(Full Business Name)

By: _____
Signature of Partner or Corporate Officer

Date

Print Name

Title

Telephone #

EIN#

EXHIBIT G

SPECIFIC REQUIREMENTS FOR PRELIMINARY AND FINAL DESIGN SERVICES

I. DESCRIPTION OF PROJECT

- A. INTENT. It is the intent of this project to prepare Preliminary and Final Design documents for:

Project ID. SE-807

INSTALLATION OF
STORM AND SANITARY SEWERS IN 20th AVENUE BETWEEN
126TH STREET AND U.S. BULKHEAD LINE AND AREA IN VICINITY
AND
WATER MAIN REPLACEMENT IN COLLEGE POINT BLVD BETWEEN
11TH AVENUE AND 22ND AVENUE AND AREA IN VICINITY

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF QUEENS

- B. BACKGROUND INFORMATION. The following is a list of documents that are pertinent to this project and will be provided by the city:
- a. New York City Department of Environmental Protection (NYCDEP) CPI Dated 8/7/2007
 - b. One set of survey documents including Survey Controls, Clean Base Map, Topographic and Utility Survey drawings prepared by others.
 - c. Available TV Inspection Report.
 - d. Drainage Plan
 - a) 32 SW 25/32 S37 dated March 28, 2005
 - b) 32 SW 38/32 S38 dated August 22, 2005
- C. OBJECTIVES: To provide separate Sanitary and Storm sewer systems in the area in accordance with NYCDEP's new drainage plan. To replace-remove existing catch basins and catch basin connections, to install new catch basins as needed and to abandon Regulator R-5. To install new water mains in College Point Blvd and the area. See figures 1 to 4 on the following pages for locations of Storm sewers, Sanitary sewers and new Water Main work.

II. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. The Consultant shall perform the following Preliminary Design Tasks in accordance with the General Requirements (GR).
- 1. Topographic Survey: GR Section 4.2

The Consultant shall use the survey control information previously prepared by others and perform Topographic Survey for the locations listed below, within the limits shown on Figure 1 on the following page.

- 115th Street from intersection of 14th Avenue to intersection of 14th Road.
- 116th Street from intersection of 14th Avenue to intersection of 14th Road.
- 117th Street from intersection of 10th Avenue to intersection of 14th Avenue
- 121st Street from intersection of 14th Avenue to intersection of 14th Road.
- 119th Street from intersection of 20th Avenue to intersection of 22nd Avenue.
- 120th Street from intersection of 20th Avenue to intersection of 22nd Avenue.
- 121st Street from intersection of 20th Avenue to intersection of 22nd Avenue.
- 125th Street from intersection of 20th Avenue to intersection of 22nd Avenue.
- 12th Avenue from intersection of 117th Street to intersection of 119th Street.



Figure 1 – Limits of Topographic Survey

2. Hardware and Basin Condition Inventory: GR Section 4.4
3. Subsurface Exploration Program: GR Section 4.5
4. Preliminary Storm Sewer Design: GR Section 4.19

The estimated quantities of various pipe sizes of Storm sewers and appurtenances are listed below:

96" RCP	580 L.F.
78" RCP	830 L.F.
72" RCP	290 L.F.
66" RCP	250 L.F.
60" RCP	820 L.F.
48" RCP	750 L.F.
42" RCP	250 L.F.
36" RCP	1,110 L.F.
30" RCP	2,360 L.F.
24" RCP	5,750 L.F.
18" ESVP	4,370 L.F.
15" ESVP	3,190 L.F.
12" ESVP	1,010 L.F.
Manholes	66 Each
Access manhole on 96"RCP	1 Each
Access manhole on 78"RCP	2 Each
Chamber	11 Each
Catch Basins	175 Each
Basin Connection	5,250 L.F.
Outfall	1 Each
Site maintenance	21,560 L.F.
Pavement restoration	21,560 L.F.

5. Preliminary Sanitary Sewer Design: GR Section 4.19

The estimated quantities of various pipe sizes of Sanitary sewers and appurtenances are listed below:

30" RCP	2,450 L.F.
24" RCP	820 L.F.
15" ESVP	3,490 L.F.
12" ESVP	1,400 L.F.
10" ESVP	6,870 L.F.
House reconnection	1,800 L.F.
Manholes	50 Each
Abandon Regulator R-5	1 Each

6. Preliminary Water Main Design: GR Section 4.20

The estimated quantities of various pipe sizes of new Water Mains are listed below:

20" RJD	1,700 L.F.
12" RJD	4,950 L.F.
8" RJD	3,550 L.F.

7. Preliminary Quantity and Cost Estimating: GR Section 4.12

8. Electronic Archiving and Indexing: GR Section 4.27

B. The Consultant shall perform the following Final Design Tasks in accordance with the General Requirements (GR).

9. Storm Sewer Design: GR Section 4.19

The estimated quantities are as per Preliminary Design.

10. Sanitary Sewer Design: GR Section 4.19

The estimated quantities are as per Preliminary Design.

11. Water Main Design: GR Section 4.20.

The estimated quantities are as per Preliminary Design.

12. Construction Staging and Maintenance and Protection of Traffic: GR section 4.24

13. Final Quantity and Cost Estimating: GR Section 4.12

14. Preparation of Specifications: GR section 4.25

15. Review and Analysis of Bids: GR section 4.26

16. Electronic Archiving and Indexing: GR Section 4.27

C. **SCHEDULING AND PROGRESS REPORTING:** The Consultant shall prepare and submit monthly Progress Reports as set forth in the GR Section 4.40.

III. **METHOD OF PAYMENT**

Payment for all required services shall be in accordance with the terms and conditions set forth in Article 7 of the attached contract.

IV. **DELIVERABLES.** Upon completion of the respective tasks the Consultant shall submit the number of deliverables set forth below:

- 5 Sets of Technical Supplement
- 60 Sets of bound paper prints of the signed Construction Contract Drawings
- 5 Sets of Specifications for the Construction Contract
- 5 Copies of Archiving CDs

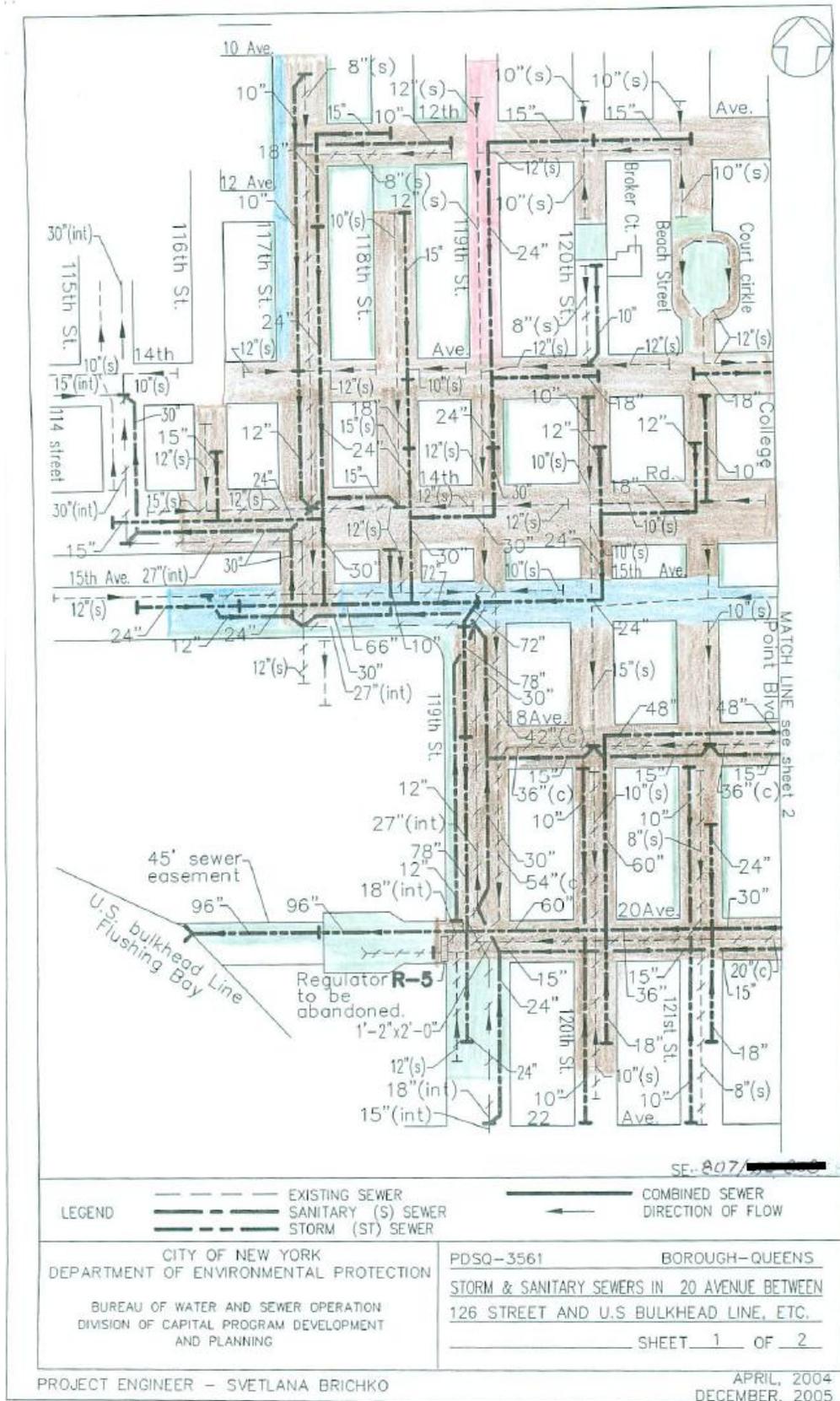
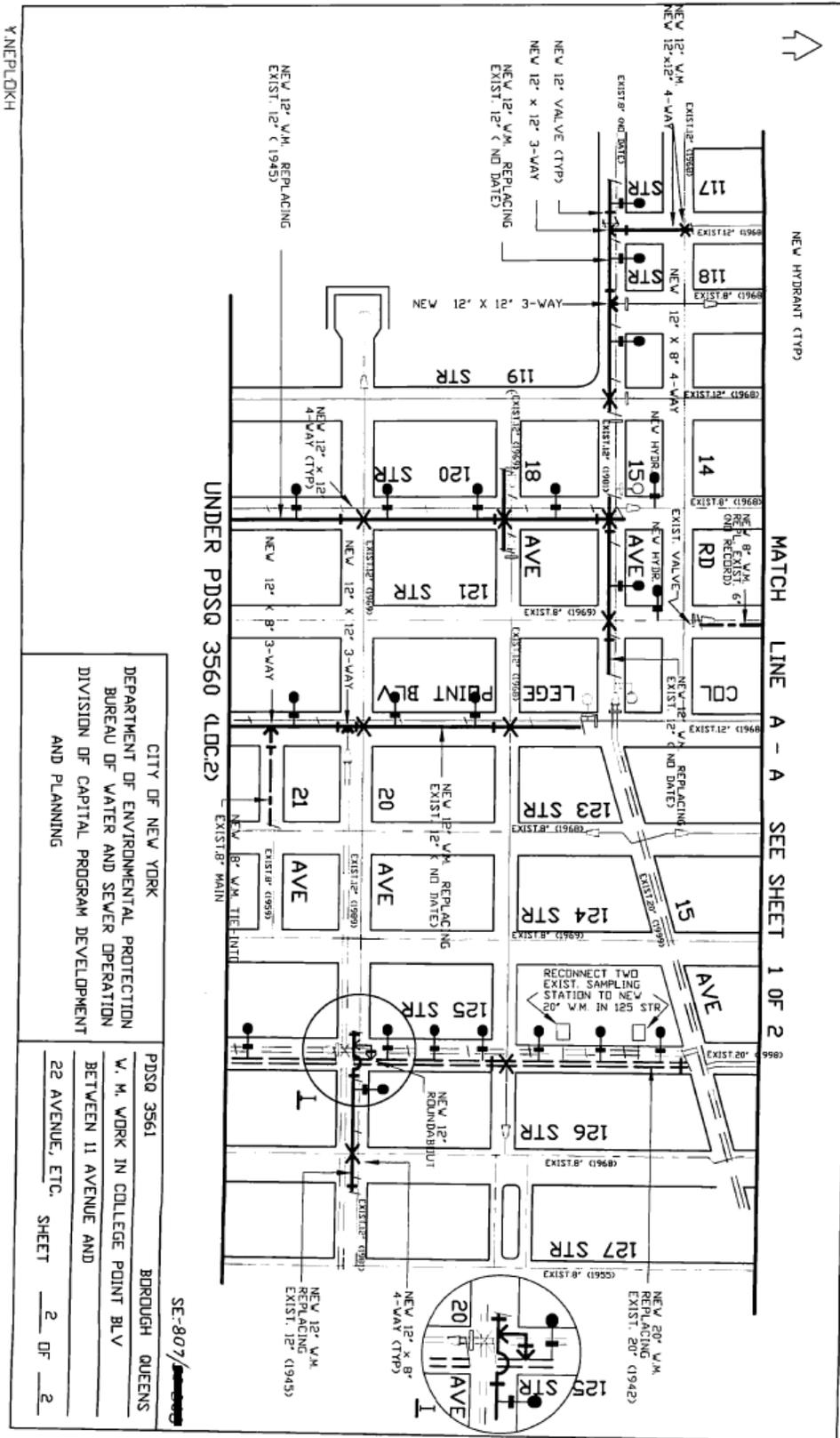


FIGURE 2



CITY OF NEW YORK
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF WATER AND SEWER OPERATION
 DIVISION OF CAPITAL PROGRAM DEVELOPMENT
 AND PLANNING

PDSQ 3561 BOROUGH QUEENS
 W. M. WORK IN COLLEGE POINT BLV
 BETWEEN 11 AVENUE AND
 22 AVENUE, ETC. SHEET 2 OF 2

FIGURE 5