



REQUEST  
FOR  
PROPOSALS

NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

# RFP



Submission Deadline

Project

PIN

MICHAEL R. BLOOMBERG  
Mayor

DAVID J. BURNEY, AIA  
Commissioner

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Deputy Commissioner,  
Infrastructure Division

**DEPARTMENT OF DESIGN AND CONSTRUCTION**

**REQUEST FOR PROPOSALS, TWO-STAGE**

**PROJECTS:**

**Pedestrian Bridges in the Boroughs of Bronx, Queens, Manhattan and Brooklyn**

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(Download 2004 VENDEX Questionnaires from [nyc.gov/vendex](http://nyc.gov/vendex))

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Standard Form of Architectural, Engineering and Construction Related Services Contract

## PREFACE

This Request for Proposals (“RFP”) will be comprised of a two-stage selection process. In stage one, proposers will submit the materials prescribed in Section IV, to document the proposer’s ability to act as lead Architectural/Engineering (“A/E”) designer for the project that is the subject of this RFP. Based on an evaluation of these materials, DDC will establish a short list of firms to be further considered in the second stage of the selection process. The technical proposals will be evaluated based on each proposer’s demonstrated ability to carry out the project. The agency will commence fee negotiations with the highest rated firm for each contract.

## SECTION I. TIMETABLE

### A. Submission Deadlines

a. Stage One submissions (1 original and 5 copies) shall be delivered on or before 4:00 PM on Tuesday, February 14, 2006 clearly marked with the project name and “Stage One Proposal” on the exterior of the envelope or other packaging.

b. Stage Two submissions (1 original and 5 copies) shall be delivered on or before 4:00 PM on Thursday, March 30, 2006 clearly marked with the project name and “Stage Two Proposal” on the exterior of the envelope or other packaging.

The proposals shall be hand delivered to the contact person at the location listed below. Proposals received after the applicable due date and time prescribed in the RFP are late and will not be accepted except at the discretion of DDC pursuant to the applicable section of the City Procurement Policy Board Rules.

Carlo Di Fava, (718) 391-1541  
Professional Contracts Section  
Department of Design and Construction  
30-30 Thomson Avenue, 4th Floor (Entrance on 30th Place)  
Long Island City, New York 11101  
e-mail: [difavac@ddc.nyc.gov](mailto:difavac@ddc.nyc.gov)

**NOTE:** Respondents are held responsible for ensuring that the RFP response package is received by the Professional Contract Section by the deadline. Respondents are warned not to rely on signed delivery slips from their messenger services. Occasionally packages are delivered to the School Construction Authority located in the same building and the packages are not forwarded to the DDC Professional Contracts Section in a timely manner. Entrance to DDC is on 30<sup>th</sup> Place, not Thomson Avenue despite our Thomson Avenue house number.

B. Inquiries

In the event a proposer desires any explanation regarding the meaning or interpretation of this RFP, such explanation must be requested in writing, no later than one week prior to the submission date prescribed in the RFP. In the event DDC determines that it is necessary to respond to the inquiry in writing, such response will be furnished as an addendum to the RFP to all potential proposers and posted at the DDC website <http://nyc.gov/html/ddc/home.html>. All inquiries must be directed ONLY to the contact person listed above.

C. Acknowledgement of Addenda

Receipt of an addendum to this RFP by a proposer must be acknowledged by attaching an original signed copy of the addendum to the Proposal. All addenda shall become a part of the requirements for this RFP.

D. RFP Schedule

The following is the estimated timetable for receipt, evaluation, and selection of proposals. This is only an estimate and is provided to assist responding firms in planning.

- a. Establish Shortlist of Stage One Firms: Within two weeks of submission deadline
- b. Identify Consultant: Within two weeks of Stage Two submission deadline
- c. Complete Contract Registration: Approximately three months from date of consultant selection.
- d. Commence Work: Upon receipt of Written Notice to Proceed

## **SECTION II. SUMMARY OF THE REQUEST FOR PROPOSAL**

### **A. Background and Objectives of the Project**

The New York City Department of Design and Construction, Division of Infrastructure, is seeking appropriately qualified Engineering/Architectural firms to perform architectural, structural engineering, and construction-related services for 15 Pedestrian bridges in various boroughs of New York City. The selected firms would demonstrate an understanding and commitment to our goal of design and construction excellence that will inspire pride in the City. Successful proposers will demonstrate a balance of innovative design solutions and traditional operating and maintenance practices.

These bridges are owned and maintained by the New York City Department of Transportation. The bridges are located in all boroughs of New York City except for Staten Island. With the exception of the Cooper Avenue/71<sup>st</sup> Avenue bridge, which is a new bridge, these other bridges will require replacement of existing deteriorated and or substandard spans generally in the same location as the old bridge.

The existing bridges are structurally deficient and functionally obsolete. Some of the problems identified include structural deterioration, substandard clearance requirements and substandard ADA compliance. Presently, none of the bridges comply with accessibility requirements under ADA/LL58. Refer to the support documents posted with this RFP for the aerial photographs and locations of these bridges. Stage Two proposers shall visit the sites to observe the existing conditions and to familiarize themselves with the surrounding environment of each site. The proposed winners will be required to maintain offices located within a 50 mile radius from the City of New York Department of Design and Construction, for the duration of the contract.

DDC intends to award three separate contracts from this RFP in this order:

Contract I: (6 bridges)

1. 55<sup>th</sup> Avenue over LIRR
2. 94<sup>th</sup> Street over LIRR
3. 167<sup>th</sup> Street over LIRR
4. 71<sup>st</sup> Ave/Cooper Ave over LIRR (New bridge)
5. West 155<sup>th</sup> Street over AMTRAK
6. 204<sup>th</sup> Street over Metro North

Contract II: (5 bridges)

1. Morris Street over Brooklyn Battery Tunnel Plaza
2. East 111<sup>th</sup> Street over FDR drive
3. East 128<sup>th</sup> Street over 3<sup>rd</sup> Avenue Bridge Entrance ramp
4. 129 - 130<sup>th</sup> Street over 3<sup>rd</sup> Avenue Bridge and ramp
5. West 181<sup>st</sup> Street over Henry Hudson Parkway

Contract III: (4 bridges)

1. Crocheron Park over Cross Island Parkway
2. 92<sup>nd</sup> Street over Belt Parkway
3. 17<sup>th</sup> Avenue over Belt Parkway
4. 27<sup>th</sup> Avenue over Belt Parkway

Proposers may propose for more than one contract within a single proposal. However, the proposer should clearly identify all the contracts for which it is proposing. In the case that a proposer is eligible for award of more than one contract, DDC reserves the right to determine, based on the proposer's demonstrated capability and the best interests of the City, respectively, how many and for which contract(s) the proposer will receive an award.

B. Joint Ventures and Other Multiple Consultant Relationships (Stage Two Only)

The proposer is advised that submission of proposals by joint ventures is permitted. There is no minimum requirement for the proportion of work by either of the joint ventured parties. Joint ventures must carry the required insurances either as policies written specifically for the joint venture entity, or by using their existing single entity policies with endorsements written for the joint venture activity.

However, the Department of Design and Construction does not recognize the corporate configuration wherein one company is "in association with" another. Relationships between two or more firms shall be either as joint venture or prime consultant/subconsultant. In the event that a proposal is received wherein two or more firms are described as being "in association with" each other, DDC will treat the relationship as one of prime consultant/subconsultant(s). The RFP evaluation will be handled accordingly, and if chosen as a winner, the contract documents will show only the prime firm on the signature page; and all other firms will be relegated to Exhibit B, which lists the subconsultants.

C. Contract Term/Cost Estimate

The term of each contract shall commence on the date set forth in the written Notice to Proceed and shall continue until final acceptance of all required work for the Project. The time frame for final acceptance of all required design work is 730 consecutive calendar days (ccds) from the commencement date set forth in

the written Notice to Proceed, broken down into the proscribed phased described in Exhibit A of the attached contract. The construction cost for these contracts as well as the individual bridges will be determined during the design phase.

D. Insurance

The consultant and all subconsultants performing services on the project must provide the types and amounts of insurance specified in Articles 11 of the contract

### **SECTION III. SCOPE OF WORK AND CONTRACT CONDITIONS**

#### **A. SPECIFIC REQUIREMENTS**

The full and binding description of the Scope of Work is presented in the SPECIFIC REQUIREMENTS (SR) document, attached to this RFP as Exhibit B to the contract.

#### **B. Contract Provisions**

The services to be provided by the consultant and all standards of performance applicable to the required work are set forth in the form of contract, attached hereto and incorporated herein as part of this RFP. Any firm awarded a contract as a result of this RFP will be required to sign this form of contract.

#### **C. CONTRACT SCHEDULE**

DDC is planning to complete the design phase of this project within twelve months from the date of contract award. The projected time allotments for each major phase of the work are listed below:

Project Design Kickoff	-within one week of date of Contract Award
Schematic Submission	-60 days from Design Kickoff
Schematic Design Review	-30 days from Schematic Submission
Design Development Submission	-90 days after Schematic Approval
Design Development Review	-30 days from Design Development Submission
Construction Document Submission	-90 days from Approval to Proceed
Construction Document Review -	-30 days from Construction Document Submission
Compliance Documents	-30 days from End of Final Review
Bid, Award, Register Contracts	-60 days from Compliance Acceptance
Begin Construction within	-30 Days of Contract Registration
Construction Support Services	-280 days from start of Construction

## **SECTION IV. FORMAT AND CONTENT OF THE PROPOSAL**

### **A. STAGE ONE PROPOSAL REQUIREMENTS**

This stage serves to highlight each proposer's previously completed engineering/architectural projects that demonstrate design quality, extraordinary creativity and insight in the solution to a given architectural/engineering problem. Proposers should provide projects that reflect this ability both in the design of the building or structure as well as in the project's relationship to its site and surrounding environment. Creative and innovative use of materials and construction methods should be clearly described.

Portfolio: Provide a portfolio of up to five projects built within the last ten years that demonstrate the firm's creativity and insight in solving architectural/engineering problems. For each project, include the following: (1) resume of the person who was leading the design of the bridges; (2) plans, sections, elevations, site plans and three dimensional views of the project; (3) a brief written description highlighting the salient characteristics of the project; (4) the design philosophy and approach; (5) a description of what was innovative about the design; (6) list any design citations or awards and entries to design competitions. Present each project on an 11x17 inch sheet, including all text. All of the pages shall be bound in covers no larger than 11X17 inches. Format may be either landscape or portrait, but not both.

### **B. STAGE TWO PROPOSAL REQUIREMENTS (Applicable to Stage One Short-Listed Proposers Only)**

It is the intention of the Agency to award three separate contracts as a result of this RFP corresponding to the Contract Packages numbered I, II, and III, as enumerated in Section II A. Short listed firms will be considered independently for each of these packages in Stage Two.

The Stage Two proposal will serve to highlight the firm's management and technical ability to carry out a project of the scope and type that is the subject of this RFP.

**Technical Proposal:** The Technical Proposal should contain the following information:

#### **1. A Cover Letter**

Provide a Cover Letter of no more than three pages, including the company name and address, and the name, address and telephone number of the person authorized to represent the responding firm. ***(Be sure to refer to the proper DDC project number and title and to indicate for which specific contract(s) – I, II and/or III – the proposal is being submitted.)*** Include a brief history of

the firm, the overall firm organization, its goals and objectives, and a statement of design philosophy.

## 2. **Firms Technical Approach and Methodology**

Provide a statement of the proposed project methodology, including project approach, problem solving techniques, statement of primary design objectives of this project intended to meet the standard of design excellence as described in Section II of this RFP, the level of engagement anticipated by the firm, and a statement of specific high performance and sustainable design opportunities seen to be appropriate for this project. The statement should be comprised of a clear expression of the overall goals of the project, a clearly articulated approach to material selection and construction system design, including relevant urban design considerations, and an effective methodology for ensuring cost and quality control. Identify critical project issues perceived to be prime drivers of the Design process.

## 3. **Experience of Firm and Subconsultants**

- Provide examples of up to five completed projects similar in scope and type to this project completed within the last ten years, and provide contact information for each client/owner. Visual materials can take the form of a printed brochure, photographs, drawings or similar images.
- A SF-254 Form, which lists the number of full-time staff currently employed and the projects on which the firm is currently working, has completed and future projects and commitments. Provide the value of these contracts and their schedules. (This form is available at <http://nyc.gov/html/ddc/html/otherfrm.html>.)
- A SF-255 Form, which identifies the proposed principal-in-charge, person who will be leading the design of the bridges, and project manager on the subject project. A resume of each person on the project team should also be submitted in the SF-255 form. (This form is available at <http://nyc.gov/html/ddc/html/otherfrm.html>.)
- A SF-254 and SF-255 form for each of the subconsultants proposed to be part of the design team.

## 4. **Individuals Proposed for the Project Team**

Identify and present the qualifications of the proposed person who will be leading the design of the bridges, as well as the project manager and other key team members. The person who will be leading the design is required to be involved with the projects in all design matters for the full duration of the project. Provide and explain the management structure for the project. Include an explanation of technical quality control and budget control procedures.

Demonstrate that the project team will include members with experience and expertise in the following areas: bridge structural and architectural design, landscaping; and lighting.

5. **Subconsultants:**

Utilize Part A of Attachment 1 to identify by name the subconsultants the proposer intends to use for this project.

6. **Key Personnel**

Utilize Part B of Attachment 1 to identify by name the individuals who will perform the required services for the listed titles of Key Personnel set forth on the form and provide their qualifications.

7. **Statement of Understanding**

Sign and attach this document (Attachment 2) to the Proposal.

**Acknowledgement of Addenda**

The Acknowledgement of Addenda form (Attachment 3) serves as the proposer's acknowledgement of the receipt of addenda to this RFP that may have been issued by the Agency prior to the Proposal Due Date and Time. The proposer should complete this form as instructed on the form.

## **SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

### **A. TECHNICAL PROPOSAL EVALUATION**

#### **1. Stage One Selection Process**

a. A DDC evaluation Committee, including an independent design professional, will review, evaluate and score all submittals pursuant the criteria described below. This evaluation will determine each submittal score for each contract. Submittals will be ranked in accordance with their scores for each contract.

b. The rankings will be submitted to the Agency's Executive Consultant Selection Committee who will certify the results and determine the number of top ranked firms to be included on the short list of firms to be further considered in the Stage Two selection process.

#### **2. Stage One Proposal Evaluation Criteria**

a. The projects submitted will be evaluated for their design quality, the extent to which they demonstrate extraordinary creativity and insight in their solution to the design problem, and for their relationship to the site and the surrounding environment. (Weight 60%)

b. The projects submitted will be evaluated for their constructability, innovative use of materials and construction technology and for their potential long-term viability within reasonable cost parameters. (Weight 40%)

#### **3. Stage Two Selection Process (Applicable to Stage One Short-Listed Proposers Only)**

a. An evaluation committee comprised of an independent design professional, DDC and client agency personnel will review, evaluate and score all Technical Proposals pursuant to the criteria prescribed below. This evaluation and scoring will determine the proposer's Stage Two Technical Rating. Proposers will then be ranked in accordance with their overall Stage Two Technical Ratings.

b. Each Stage Two proposer will be requested to make a one-hour presentation of their submission. Such presentation would include the following: (1) an introduction of the firm, the person who will be leading the design of the bridges, project manager, project architect and any subconsultants critical to the success of the project. (The person leading the design of the bridges, project manager, project engineer and project architect shall be present.); (2)

explanation of the proposed project methodology, including project approach, problem solving techniques, and statement of primary design objectives of this project; The presentation would be structured to highlight the team's response to the submission requirements noted below for Stage Two Proposals. In addition, the portfolio of projects submitted for Stage One would be available for further evaluation.

c. The evaluation committee may amend their initial Stage Two scores based on the proposers' presentation. Proposers will be ranked in accordance with their final technical ratings. The rankings will be submitted to the Executive Consultant Selection Committee who will certify the results and authorize price negotiations to commence with the highest ranked firm for each contract package. Should successful negotiations fail with the highest ranked firm, the ECSC will authorize negotiations to commence with the next highest ranked firm.

#### 4. Stage Two Proposal Evaluation Criteria

Each of the evaluation criteria listed below is weighted by a factor of importance ranging from 0 to 100 points. The evaluation committee will review, evaluate and score all Technical Proposals in accordance with these criteria to determine the proposer's Technical Rating.

- a. Firm's Technical Approach and Methodology: (Weight 40%)
- b. Relevant Experience of Firm and Subconsultant(s) and Organizational Capability and Capacity: (Weight 30%)
- c. Relevant Experience and Qualifications of Individuals Proposed for this Project Team: (Weight 30%)

#### 5. Fee Proposal

The selected proposers for each contract will be requested, upon written notification, to submit a separate sealed envelope containing the Fee Proposal in not more than ten business days of such notification. The form for the submission of the Fee Proposal is included as Attachments 4A, 4B and 4C of this RFP. The Fee Proposal shall consist of the two fee components outlined below: (1) Design Fee, and (2) All Inclusive Hourly Rates for specific titles of personnel as indicated in the contract.

Fee: The Design Fee shall be an amount that shall cover all costs and expenses incurred by the consultant and/or its subconsultant(s) in the performance of all required design and construction related services for the Project, as set forth in Article 6 of the attached contract, including all expenses related to management, overhead and any anticipated profit.

All Inclusive Hourly Rates: The Proposer shall submit All Inclusive Hourly Rates for specified titles of personnel. Such rates SHALL ONLY BE USED for those services, if any, the consultant is directed to perform on a Time Card basis (for example, Additional Professional Services). Such All Inclusive Hourly Rates shall be deemed to include: (1) all expenses incurred by the Consultant and/or its Subconsultant(s) in the performance of all required services for the Project; (2) all expenses related to management and oversight, including, without limitation, any time spent by principals performing such duties; (3) all expenses related to overhead; and (4) any anticipated profit. Such rates shall apply to all hours during which such personnel perform services for the Project, including overtime hours.

6. Basis of Award

Contracts will be awarded to the responsible proposer(s) whose proposals are determined to be the highest quality and most advantageous to the City, taking into consideration the overall quality of the proposal as measured against the criteria set forth in this RFP and the successful negotiation of an appropriate fee. Such fee negotiation shall commence upon written notification and shall conclude not more than thirty days after receipt of the fee proposal. In the case that a proposer is eligible for award of more than one contract, DDC reserves the right to determine, based on the proposer's capability and the best interest of the City, respectively, how many and for which contract(s) the proposer will receive an award.

7. Supply and Service Report

Upon selection, the successful proposer will be required to submit one original copy of the Department of Business Services Supply and Service Report. See <http://www.comptroller.nyc.gov/bureaus/bam/dobdlsform.pdf> to download the Department of Business Supply and Service Report. Upon written notification, the proposer must submit the Supply and Service Report within ten days of such notification.

8. VENDEX

Upon selection, the successful proposer will be required to submit proof of filing of the appropriate VENDEX Questionnaires. Upon written notification the proposer must submit a Confirmation of Vendex Compliance to DDC within five days of official notification. A form for this confirmation is set forth in the RFP.

**The proposer is advised that Vendex Questionnaires and procedures have changed. See [www.nyc.gov/vendex](http://www.nyc.gov/vendex) to download the new VENDEX Questionnaires and a Vendor's Guide to VENDEX or contact DDC's VENDEX Unit at 718-391-1565.**

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

(b) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, proposers may be obligated to complete and submit VENDEX Questionnaires. Generally, if this proposal is \$100,000 or more, or if this proposal when added to the sum total of all contracts, concessions and franchises the proposer has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the proposal, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after award.

9. Contract Finalization

Upon notification, the successful proposer will be asked to finalize a contract with DDC subject to the conditions specified in the RFP and to the agency's standard contract provisions. The contents of the selected proposal, together with this RFP and any addendum(s) provided during the proposal process, may be incorporated into the final contract to be developed by the agency.

## SECTION VI. GENERAL INFORMATION TO PROPOSERS

- A. Non-Binding Acceptance of Proposals: This RFP does not commit the City to award a contract for any services.
- B. Incurring Proposal Costs: The City of New York is not liable for any costs incurred in the preparation of a response to this RFP. If Proposers choose to participate in negotiations, they may be asked to submit such price, technical data, or other revisions to their proposals as may be required by the City.
- C. Confidentiality: The contents of a Proposer's RFP response are not deemed confidential unless the Proposer identifies those portions of its response which it deems confidential, or containing proprietary information, or trade secrets. The Proposer must provide justification as to why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal.
- D. Reserved Rights: All proposal material submitted becomes the property of the City and the City reserves the right, at its sole discretion, to:
1. Reject any and all proposals received in response to this RFP;
  2. Award a contract to other than the lowest-fee Proposer;
  3. Waive, modify or correct any irregularities in proposals received, after prior notification to the Proposer;
  4. Use without limitation any or all of the ideas from submitted proposals;
  5. Contract for all or selected parts of the Proposer's proposal, selecting from the services offered without affecting the itemized pricing;
  6. Extend the time for submission of all proposals after notification to all prospective Proposers known to have received the RFP;
  7. Conduct discussions with offerers submitting acceptable proposals, award may be made without any discussion;
  8. Terminate negotiations with a selected Proposer and select the next most responsive Proposer, or take such other action as deemed appropriate if negotiations fail to result in a signed contract within a reasonable time of the commencement of negotiations as determined by the Commissioner;
  9. Postpone or cancel this RFP, in whole or in part, and to reject all proposals.

E. Contractual Requirements

1. Any firm awarded a contract as a result of this RFP will be required to sign the City's standard contract for A/E Consultant Services. A sample draft copy of the contract is attached for your information. The requirements for performance of this contract, as well as insurance, payment terms and all other provisions are contained in the contract.
2. Any information that may have been released either orally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither the City nor the Proposer.
3. The City will deal only with the A/E consultant and the City has no financial obligation to sub-consultants. However, all sub-consultants are subject to the City's contracting requirements including Equal Employment Opportunity (Executive Order #50 of 1980 as revised).
4. The prompt Payment provisions set forth in the edition of the Procurement Policy Board Rules in effect at the time of this solicitation shall be applicable to payments made under a contract resulting from this solicitation. The provisions require the payment to vendors of interest payments made after the required payment date except as set forth in the Rules. The A/E consultant must submit a proper invoice to receive payment, except where the contract provides that the consultant shall be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

Determinations of interest due shall be made in accordance with the provisions of the Procurement Policy Board Rules and General Municipal Law 3-a.

5. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, 10<sup>th</sup> Floor, New York, NY 10007; the telephone number is (212) 669-4600. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.
6. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provision of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by accessing the City's website at [nyc.gov/ppb](http://nyc.gov/ppb).

7. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City Mac Bride Principles Law; submission by the proposer of the New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to Local Based Enterprises program and its implementation rules.
8. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal agency non-responsiveness determinations and agency non-responsibility determinations and to protest an agency's determination regarding the solicitation or award of a contract.
9. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
10. The Agency has determined that the contract to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

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ACCO Signature

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Date

## **SECTION VII. ATTACHMENTS AND ENCLOSURES**

The following items are appended as attachments and enclosures to the RFP. Asterisked (\*) items need to be completed and returned as part of the stage two proposal submission package:

- A. Attachments
  - 1. Stage Two Technical Proposal Forms\*
  - 2. Stage Two Statement of Understanding\*
  - 3. Acknowledgement of Addenda\*
  - 4A. Stage Two Fee Proposal Form Contract I\*
  - 4B. Stage Two Fee Proposal Form Contract II\*
  - 4C. Stage Two Fee Proposal Form Contract III\*
  - 5. Supply and Service Report (Download from <http://www.comptroller.nyc.gov/bureaus/bam/dobdlsform.pdf>)
  - 6. Confirmation of Vendex Compliance\* and VENDEX Certification of No Change (**Download new 2004 VENDEX Questionnaires and Certification of No Change from [nyc.gov/vendex](http://nyc.gov/vendex)**)
  
- B. Enclosures
  - Contract / Specific Requirements

**ATTACHMENT 1**

**STAGE TWO PROPOSAL FORMS**

**A. FORM FOR IDENTIFICATION OF SUBCONSULTANTS  
(include this form with the Proposal)**

As set forth in Section IV(B)(5) of the RFP, the Proposer must identify by name the specific Subconsultants the proposer intends to use to perform the required services. Specifically, identify the Subconsultants for the services set forth below. If for any of the areas set forth below, the Proposer intends to perform the services with its own employees, so indicate by inserting the words "In House".

Structural/Bridge Engineering  
Design Services: \_\_\_\_\_

Architectural Design Services: \_\_\_\_\_

Electrical Design Services: \_\_\_\_\_

Geotechnical Engineering  
Design Services: \_\_\_\_\_

Environmental Services: \_\_\_\_\_

Civil Engineering Services: \_\_\_\_\_

Landscape Architectural  
Design Services: \_\_\_\_\_

Lighting Design Services: \_\_\_\_\_

Topographic Survey Services: \_\_\_\_\_

Arboricultural Services: \_\_\_\_\_

Hazmat Services: \_\_\_\_\_

**ATTACHMENT 1 (continued)**

**B. FORM FOR IDENTIFICATION OF KEY PERSONNEL  
(include this form with the Proposal)**

As set forth in Section IV(B)(6) of the RFP, identify by name the individuals who will perform the required services for the titles of Key Personnel set forth below and provide information demonstrating their qualifications. After selection of the Consultant, the qualification information provided by the Proposer on this form will be included in Exhibit G to the attached contract.

**ARCHITECTURAL/ENGINEERING PERSONNEL**

<b>TITLE</b>	<b>NAME</b>	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Principal-In- Charge	_____	_____	_____
Project Manager	_____	_____	_____
Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____

**ATTACHMENT 2**

**STAGE TWO STATEMENT OF UNDERSTANDING**

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands the scope and requirements of this contract, as described in the RFP and all attachments; (ii) has the capacity to execute this project, (iii) agrees to accept payment in accordance with the requirements of this RFP and the standard design contract, attached hereto, and (iv) will, if its proposal is accepted, enter into the attached Standard design contract with the New York City Department of Design and Construction.

I hereby certify that my firm will carry all insurances specified in the contract.

The undersigned further stipulates that the information in this Proposal is, to the best of knowledge, true and accurate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Consultant Firm

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal Tax I.D.

\_\_\_\_\_  
Address



**ATTACHMENT 4B  
CONTRACT II**

**USTAGE TWO FEE PROPOSAL FORM**

**The Fee Proposal shall be submitted only upon written notification.**

Design Fee: For the performance of all required Design Services for the Project, as set forth in Articles 6 and 7, the City agrees to pay and the Consultant agrees to accept a total Design Fee, the amount of which is set forth below. The Design Fee is deemed to include all costs and expenses incurred by the Consultant and/or its Subconsultant(s) in the performance of all required Design Services for the Project, as set forth in Article 7, including all expenses related to management, overhead and any anticipated profit, exclusive of any expenses and anticipated profit for: (1) Additional Professional Services, including Environmental Services and Hazmat Services as set forth in Articles 6 and 7; (2) Reimbursable Services, as set forth in Articles 6 and 7.

Design Fee: \$ \_\_\_\_\_

The Design Fee will be proportioned and appropriated for each bridge as follows:

- |                                      |                   |          |
|--------------------------------------|-------------------|----------|
| 1. Morris Street Bridge              | 20% of Design Fee | \$ _____ |
| 2. E 111th Street Bridge             | 20% of Design Fee | \$ _____ |
| 3. E 128 <sup>th</sup> Street Bridge | 20% of Design Fee | \$ _____ |
| 4. 129/130th Street Bridge           | 20% of Design Fee | \$ _____ |
| 5. W181st Street Bridge              | 20% of Design Fee | \$ _____ |

TOTAL 100% of Design Fee \$ \_\_\_\_\_

**ATTACHMENT 4C  
CONTRACT III**

**USTAGE TWO FEE PROPOSAL FORM**

**The Fee Proposal shall be submitted only upon written notification.**

Design Fee: For the performance of all required Design Services for the Project, as set forth in Articles 6 and 7, the City agrees to pay and the Consultant agrees to accept a total Design Fee, the amount of which is set forth below. The Design Fee is deemed to include all costs and expenses incurred by the Consultant and/or its Subconsultant(s) in the performance of all required Design Services for the Project, as set forth in Article 7, including all expenses related to management, overhead and any anticipated profit, exclusive of any expenses and anticipated profit for: (1) Additional Professional Services, including Environmental Services and Hazmat Services as set forth in Articles 6 and 7; (2) Reimbursable Services, as set forth in Articles 6 and 7.

Design Fee: \$ \_\_\_\_\_

The Design Fee will be proportioned and appropriated for each bridge as follows:

- |                                   |                   |          |
|-----------------------------------|-------------------|----------|
| 1. Crocheron Park Bridge          | 25% of Design Fee | \$ _____ |
| 2. 92 <sup>nd</sup> Street Bridge | 25% of Design Fee | \$ _____ |
| 3. 17 <sup>th</sup> Avenue Bridge | 25% of Design Fee | \$ _____ |
| 4. 27 <sup>th</sup> Avenue Bridge | 25% of Design Fee | \$ _____ |

TOTAL 100% of Design Fee \$ \_\_\_\_\_

**The Consultant shall not leave any blanks nor qualify the fees in any way.**

**ATTACHMENT 4 (continued)**

(2) ALL-INCLUSIVE HOURLY RATES

The Proposer shall submit All Inclusive Hourly Rates for specified titles of personnel. Such rates UUSHALL ONLY BE USED for those services, if any, the consultant is directed to perform on a Time Card basis (for example, Additional Professional Services including Environmental Services and/or Hazmat Services). Such All Inclusive Hourly Rates shall be deemed to include: (1) all expenses incurred by the Consultant and/or its Subconsultants in the performance of all required services for the Project, (2) all expenses related to management and oversight, including, without limitation, any time spent by principals performing such duties, (3) all expenses related to overhead, and (4) any anticipated profit. Such rates shall apply to all hours during which such personnel perform services for the Project, including overtime hours.

With respect to principals of the Consultant and/or its Subconsultants, payment shall be limited to time spent by a principal performing actual services for the Project. No payment shall be made for a principal's time performing oversight or management duties.

**ARCHITECTURAL DESIGN PERSONNEL**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Architect.....	_____
Project Manager .....	_____
Senior Architectural Designer.....	_____
Junior Architectural Designer.....	_____
Senior Architectural Drafter/CADD .....	_____
Junior Architectural Drafter/CADD.....	_____

**STRUCTURAL/BRIDGE ENGINEERING DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Engineer.....	_____
Project Manager.....	_____
Senior Structural/Bridge Engineer.....	_____
Junior Structural/Bridge Engineer.....	_____
Senior Engineering Drafter/CAD.....	_____
Junior Engineering Drafter/CAD.....	_____

**ELECTRICAL DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Electrical Engineer	_____
Junior Electrical Engineer	_____
CADD Operator	_____

**GEOTECHNICAL ENGINEERING SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Geotechnical Engineer	_____
Junior Geotechnical Engineer	_____

**HAZMAT SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Manager	_____
Project Designer	_____
Technician/Inspector	_____
Monitor	_____
CADD Operator	_____

**CIVIL ENGINEERING SERVICES**

Senior Civil Engineer	_____
Junior Civil Engineer	_____
CADD/Draft person	_____

**LANDSCAPE ARCHITECTURAL SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Landscape Architect	_____
Junior Landscape Architect	_____
CADD/Drafter	_____

**LIGHTING DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Lighting Designer	_____
Junior Lighting Designer	_____

**TOPOGRAPHIC/SURVEY SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Surveyor	_____
Party Chief	_____
Instrument Person	_____
Rod Person	_____
Senior CADD Operator	_____
Junior CADD Operator	_____

**ARBORICULTURAL SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Arborist	_____

**ENVIRONMENTAL SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Manager	_____
Project Planner	_____
Project Engineer	_____

**NOTE: The Consultant shall not leave any blanks nor qualify fees in any way. Do not retype this form. Provide fee only on this form!**

\_\_\_\_\_  
Name of Principal (please print)

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

**ATTACHMENT 4**

**ACKNOWLEDGEMENT OF ADDENDA**

<b>TITLE OF THE REQUEST FOR PROPOSALS:</b>	<b>PIN #:</b>
--	---------------

**Instructions: The proposer is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the proposer's acknowledgement of the receipt of Addenda to this Request for Proposals (RFP) which may have been issued by the Agency prior to the Proposal Due Date and Time.**

\_\_\_ Part I

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

- Addendum # 1, dated \_\_\_\_\_
- Addendum # 2, dated \_\_\_\_\_
- Addendum # 3, dated \_\_\_\_\_
- Addendum # 4, dated \_\_\_\_\_
- Addendum # 5, dated \_\_\_\_\_
- Addendum # 6, dated \_\_\_\_\_
- Addendum # 7, dated \_\_\_\_\_
- Addendum # 8, dated \_\_\_\_\_
- Addendum # 9, dated \_\_\_\_\_
- Addendum #10, dated \_\_\_\_\_

\_\_\_ Part II

No Addendum was received in connection with this RFP.

Proposer Name

**Proposer's Authorized Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 5**

**CONFIRMATION OF VENDEX COMPLIANCE**

The Proposer shall submit this Confirmation of Vendex Compliance \_\_\_\_\_  
\_\_\_\_\_.

Name of Proposer: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

Proposer's Telephone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Date of Proposal Submission: \_\_\_\_\_

Project ID: \_\_\_\_\_

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

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

Date of Submission: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature of Partner or corporate officer)

Print Name: \_\_\_\_\_

**THE CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**DIVISION OF INFRASTRUCTURE**  
**30-30 THOMSON AVENUE**  
**LONG ISLAND CITY, NEW YORK NEW YORK 11101**

**CONTRACT FOR**  
**ENGINEERING DESIGN**  
**AND RELATED SERVICES**

**PROJECT:** **Pedestrian Bridges**  
**For the Department of Transportation**

**BOROUGH:** \_\_\_\_\_

**FMS NUMBER:** \_\_\_\_\_

**REGISTRATION**  
**NUMBER:** \_\_\_\_\_

**PIN NUMBER:** \_\_\_\_\_

**CONSULTANT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Pedestrian Bridge Program**  
**Engineering Design and Related Services**  
**January 2006**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of New York (the "City") acting by and through the Commissioner of the Department of Design and Construction (the "Commissioner") and \_\_\_\_\_ (the "Consultant"), located at \_\_\_\_\_.

WITNESSETH:

WHEREAS, the City desires to have engineering design and related services performed for the project described in the Specific Requirements (Exhibit B), and

WHEREAS, the Consultant has been selected based upon and in consideration of its representation that it can perform the required services set forth herein in a timely and expeditious manner,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1 Definitions

1.1 "Agreement" shall mean this Agreement which has been signed by the parties, including (1) the Request for Proposals for the Project ("RFP"); (2) the Consultant's Proposal submitted for the Project, and (3) the Exhibits A through G set forth below. In the event of any conflict between the Specific Requirements and any other component, the Specific Requirements shall prevail.

Exhibit A	Contract Information
Exhibit B	Specific Requirements
Exhibit C	Key Personnel and Subconsultants
Exhibit D	Contract Schedule
Exhibit E	Design Fee
Exhibit F	List of Titles of Personnel and All Inclusive Hourly Rates
Exhibit G	Minimum Requirements Per Title

1.2 "Agency" shall mean a city, county, borough or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the City treasury.

1.3 "Agency Chief Contracting Officer" ("ACCO") shall mean the person designated by the Commissioner to exercise such powers and duties with respect to procurement as are set forth in the Procurement Policy Board Rules.

1.4 "City" shall mean the City of New York.

1.5 "Commissioner" or "Agency Head" shall mean the Commissioner of the Department of Design and Construction of the City of New York, his/her successors, or duly authorized representative(s).

1.6 "Commissioner's Representative" shall mean the Assistant Commissioner designated by the Commissioner or any successor or alternate representative designated by the Commissioner.

1.7 "Comptroller" shall mean the Comptroller of the City of New York, his/her successors, or duly authorized representatives.

1.8 "Consultant" shall mean the party of the second part hereto, whether a corporation, firm, or individual, or any combination thereof, and its, their, his or her successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.

1.9 "Contract" or "Contract Documents" shall mean the Agreement referred to in Paragraph 1.1 of this Article.

1.10 "Department" or "DDC" shall mean the Department of Design and Construction of the City of New York acting by and through the Commissioner thereof, or his/her duly authorized representative.

1.11 "Drawings" shall mean all graphic or written illustrations, descriptions, explanations, directions, requirements and standards of performance applied to the construction work.

1.12 "Government Entity" shall mean the United States, the State and City of New York, and any and every agency, department, court, commission, or other instrumentality or political subdivision of government of any kind whatsoever, now existing or hereafter created.

1.13 "Law(s)" shall mean each and every law, rule, regulation, order or ordinance of any kind whatsoever issued by any Government Entity, in effect from the date of this Agreement through the conclusion or termination hereof, applicable to or affecting the Project and all employees engaged hereunder.

1.14 "Mayor" shall mean the Mayor of the City of New York, his/her successors or duly authorized representatives.

1.15 "Modification" shall mean any written amendment of this Agreement signed by both the Department and the Consultant.

1.16 "Project" shall mean the Project for which engineering design and related services are required, as described in the Specific Requirements (Exhibit B).

1.17 "Safety Standards" shall mean all laws, union rules and trade or industry custom or codes of any kind whatsoever, in effect from the date of this Agreement through Final Acceptance of the construction work, pertaining to worker safety and accident prevention applicable to the Project and/or the construction work (including, but not limited to, rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970, as amended from time to time).

1.18 "Shop Drawing" shall mean any and all drawings, diagrams, layouts, explanations, illustrations, manufacturer's drawings or other written or graphic materials which illustrate any portion of the construction work.

1.19 "Site(s)" shall mean the area(s) upon or in which the construction work for the Project is carried on, and such other areas adjacent thereto as may be designated by the Commissioner.

1.20 "Specifications" shall mean all of the directions, requirements and standards of performance applied to the construction work.

1.21 "Subconsultant" shall mean any person, firm, or corporation, other than employees of the Consultant, who or which contracts with the Consultant or his subconsultants to furnish, or actually furnishes services, labor, or labor and materials, or labor and equipment hereunder. All Subconsultants are subject to the prior written approval of the Commissioner.

1.22 "Treasurer" shall mean the Commissioner of the Department of Finance of the City of New York.

1.23 "Vendor", as used in the Article entitled "Resolution of Disputes", shall mean the Consultant.

## ARTICLE 2 Compliance with Laws

2.1 Procurement Policy Board Rules: This contract is subject to the Rules of the Procurement Policy Board of the City of New York ("PPB Rules") in effect at the time of the receipt of proposals for this Contract. In the event of a conflict between the PPB Rules and a provision of this Contract, the PPB Rules shall take precedence.

2.2 The Consultant shall comply with all local, State and Federal laws, rules and regulations applicable to this Agreement and to the services to be performed hereunder.

2.3 The Consultant shall comply with Section 24-216(b) of the Administrative Code of the City of New York and

with the New York City Noise Control Code and with all regulations issued pursuant to Section 24-216(b) of the Administrative Code or the Noise Control Code.

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

ARTICLE 3 Agreement to Serve

3.1 The City hereby retains the Consultant to perform the services hereinafter described, on the terms and conditions specified herein, and the Consultant agrees to so serve. The Consultant agrees to provide, to the satisfaction of the Commissioner, all engineering design and related services necessary and required for the Project, as set forth in this Contract. The Consultant hereby certifies that it has the necessary experience, expertise, staff and resources to fulfill its obligations under this Contract competently and efficiently.

ARTICLE 4 The Project

4.1 The Consultant shall provide all engineering design and related services required for the Project described in the Specific Requirements (Exhibit B).

ARTICLE 5 The Consultant's Personnel

5.1 Provision of Personnel: The Consultant agrees, throughout the term of the Contract, to provide personnel for the performance of all required engineering design and related services for the Project, as set forth in Article 6. The Consultant specifically agrees that its employees, agents and Subconsultants shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

5.1.2 Key Personnel: Key Personnel for the Project are set forth in Exhibit C. Such Key Personnel were identified by the Consultant in its Proposal for the Project. The Consultant specifically agrees to assign such Key Personnel to the Project for the entire duration thereof, unless otherwise approved by the Commissioner. Failure by the Consultant to provide such Key Personnel shall be grounds for termination for cause in accordance with Article 14.

5.1.3 Replacement: No substitutions for Key Personnel shall be permitted unless approved in advance in writing by the Commissioner. Such approval will only be granted in the case of extenuating circumstances. Any proposed replacement for Key Personnel must possess qualifications substantially similar to those of the Key Personnel being replaced. In addition, at the Commissioner's request at any time, the Consultant shall remove any Key Personnel or other personnel and substitute another employee of the Consultant or Subconsultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, in his sole discretion.

5.1.4 Other Personnel: In addition to the Key Personnel set forth in Exhibit C, the Consultant shall provide all other personnel required for performance of services hereunder. The Consultant shall provide such personnel through its own employees and/or through its Subconsultants set forth in Exhibit C, except as otherwise approved by the Commissioner.

5.1.5 Requirements Per Title: Except as otherwise provided above with respect to Key Personnel, any personnel provided by the Consultant and/or its Subconsultant must satisfy the minimum requirements for the specific title in which he/she is performing services, as set forth in Exhibit G. The Consultant shall provide resumes or other documentation acceptable to the Commissioner to demonstrate that personnel provided hereunder comply with the minimum requirements per title. In exceptional circumstances, the Commissioner, in his sole and absolute discretion, may modify the requirements per title.

5.2 Subconsultants: Subconsultants for the Project are set forth in Exhibit C. Such Subconsultants were identified by the Consultant in its Proposal for the Project. The Consultant specifically agrees to engage such Subconsultants for the Project for the entire duration thereof, unless otherwise approved by the Commissioner. Failure by the Consultant to

provide the Subconsultants set forth in Exhibit C shall be grounds for termination for cause in accordance with Article 14. The Consultant shall be responsible for the performance of services by all its Subconsultants, including maintenance of schedules, correlation of their work and resolution of all differences between them.

5.2.1 Approval: Subconsultants are subject to the prior written approval of the Commissioner; provided, however, no provision of this Contract shall be construed as constituting an agreement between the Commissioner and any Subconsultant.

5.2.2 Replacement Subconsultants: No substitution for any Subconsultant shall be permitted unless approved in advance in writing by the Commissioner. Such approval will only be granted in the case of extenuating circumstances. Any proposed replacement Subconsultant must possess qualifications and experience substantially similar to those of the Subconsultant being replaced. In addition, at the Commissioner's request at any time, the Consultant shall remove any Subconsultant and substitute another Subconsultant reasonably satisfactory to the Commissioner. The Commissioner may request such substitution at any time, if, in his sole opinion, he determines that any Subconsultant may be unable to satisfactorily provide the required services in a timely fashion.

5.2.3 Payment: Expenses incurred by the Consultant in connection with furnishing Subconsultants for the performance of required services hereunder are deemed included in the payments by the City to the Consultant, as set forth in Article 7. The Consultant shall pay its Subconsultants the full amount due them from their proportionate share of the requisition, as paid by the City. The Consultant shall make such payment not later than seven (7) calendar days after receipt of payment by the City.

5.2.4 Subcontracts: The Consultant shall inform all Subconsultants engaged for this Project fully and completely of all terms and conditions of this Contract relating either directly or indirectly to the services to be performed. The Consultant shall stipulate in all subcontracts with its Subconsultants that all services performed and materials furnished thereunder shall strictly comply with the requirements of this Contract. If requested by the Commissioner, the Consultant shall furnish copies of subcontracts with its Subconsultants.

5.2.5 Unidentified Subconsultants: In the event there is a need for a special type of services for the Project and such services are not provided by the Consultant or the Subconsultants identified in Exhibit C, the Consultant agrees to engage a Subconsultant to provide such special services. The Consultant shall provide such Subconsultant as a Reimbursable Service in accordance with Article 6.

5.3 Additional Professional Services: The Consultant may be directed to perform Additional Professional Services, as set forth in Article 6. The requirements set forth below shall apply to the performance of Additional Professional Services.

5.3.1 Titles of Personnel: A list of titles of personnel, as well as All Inclusive Hourly Rates for such titles, are set forth in Exhibit F. Such list specifies the titles of personnel which may be required for the performance of Additional Professional Services. The Consultant shall be required to provide such personnel through its own employees and/or through its Subconsultants. Such personnel must satisfy the minimum requirements for the specific title in which he/she is performing services, as set forth in Exhibit G.

5.3.3 Staffing Plan: A Staffing Plan shall be established and approved by the Commissioner prior to commencement of the performance of Additional Professional Services by the Consultant. Such Staffing Plan shall include the items set forth below. Such Staffing Plan shall include only those personnel necessary for the performance of the Additional Professional Services.

- (a) required Key Personnel
- (b) required titles of personnel (other than Key Personnel) and specific personnel for each title
- (c) All Inclusive Hourly Rates for all required personnel, as approved by the Commissioner
- (d) total estimated hours for all required personnel
- (e) total estimated amount for all required personnel

5.3.4 Payment Limitation: Payment to the Consultant for the performance of Additional Professional Services shall be limited to those personnel set forth in the approved Staffing Plan. The Consultant shall not be entitled

to payment for any personnel who are not included in the approved Staffing Plan. With respect to principals of the Consultant and/or its Subconsultants, payment shall be limited to time spent by a principal performing actual services for the Project. No payment shall be made for a principal's time performing oversight or management duties.

5.3.5 Consultant's Proposed Staffing Plan: Within five (5) business days of a written request from the Commissioner, the Consultant shall submit a proposed Staffing Plan for the Additional Professional Services. Such proposed Staffing Plan shall include the items set forth above. With respect to proposed personnel, the Consultant shall submit the individual's resume and any other information detailing his/her number of years of experience, as well as technical and professional qualifications. The Consultant shall also submit the following for all required personnel: (1) total estimated hours; (2) total estimated amount(s), and (3) applicable All Inclusive Hourly Rate(s), in accordance with Exhibit F.

5.3.6 Review and Approval of Staffing Plan: The Commissioner shall review the Consultant's proposed Staffing Plan and shall direct revisions to the same if necessary prior to final approval thereof. As part of his review of the proposed Staffing Plan, the Commissioner shall determine whether each individual proposed by the Consultant meets the minimum requirements for the title in question. The Commissioner shall also determine: (1) whether the personnel proposed by the Consultant are necessary for the provision of the required services, and (2) the All Inclusive Hourly Rates applicable to all specified personnel, in accordance with Exhibit F. The Consultant shall revise the proposed Staffing Plan as directed, until the same is approved in writing by the Commissioner.

5.3.7 Revisions to Staffing Plan: The Commissioner may, at any time, direct revisions to the Staffing Plan, including without limitation, increasing or decreasing the specified personnel, based upon the scope of required Additional Services. The Consultant shall increase or decrease the specified personnel, as directed by the Commissioner.

5.4 Employees of the Consultant: The Consultant is solely responsible for the work and department of all its personnel and its Subconsultants. These are employees of the Consultant or its Subconsultant and not of the City.

#### ARTICLE 6 - Scope of Services

6.1 General Description of Services: The Consultant shall provide, to the satisfaction of the Commissioner, all engineering design and related services necessary and required for the Project. The services to be provided by the Consultant shall include without limitation the services set forth in this Article 6. The Consultant shall provide the services set forth herein through its own employees and/or through its Subconsultants.

6.2 Design Services: The Consultant shall provide Design Services as directed by the Commissioner. Such Design Services shall be in accordance with the provisions set forth below.

6.2.1 Scope of Design Services: The Consultant shall provide Design Services as set forth in the Specific Requirements (Exhibit B). Design services shall include all necessary and usual components and/or services in connection with the design. Design Services shall include services during the design phase (preparation of design documents) and services during the construction phase (construction support services).

6.2.2 Design Criteria: All required Design Services shall be in accordance with the following: (1) the Specific Requirements, and (2) all applicable local, state and federal laws, rules and regulations, including without limitation, the New York City Building Code and the Americans With Disabilities Act.

6.2.3 Engineer of Record: All original drawings shall bear all required stamps of approval, including the seal and signature of the Engineer of Record, and shall be accompanied by all necessary applications, certificates, or permits of all local, state and federal agencies having jurisdiction over the Project.

6.2.4 Tropical Hardwoods: In accordance with Section 165 of the New York State Finance Law, design documents prepared by the Consultant shall not specify the use of tropical hardwoods, as defined in Section 165 of the State Finance Law, except as such use is permitted by the foregoing provision of law.

6.2.5 Submission of Design Documents: The Consultant shall submit design documents in accordance with

the schedule set forth in Exhibit D.

6.2.6 Approval of Design Documents: The requirements for approval of design documents are set forth in the Specific Requirements (Exhibit B).

6.3 Additional Professional Services: The Consultant may be directed in writing by the Commissioner to provide Additional Professional Services for the Project, as set forth below. The Consultant shall provide such Additional Professional Services, if so directed. The Consultant shall provide such services through its own professional employees or through its Subconsultants, as directed in writing by the Commissioner. Payment for Additional Professional Services shall be on a time card basis, as set forth in Article 7.

6.3.1 Additional Professional Services shall be professional services which the Commissioner determines are required for the Project and are in addition to or beyond the necessary and usual services in connection with Design Services. Additional Professional Services shall include, without limitation, the services set forth below.

- (a) Environmental Services, as set forth in the Specific Requirements (Exhibit B)
- (b) Hazmat Services, as set forth in the Specific Requirements (Exhibit B)
- (c) Services described as Additional Professional Services in the Specific Requirements (Exhibit B)
- (d) Changes to the design documents, as set forth below
- (e) Any other professional services, determined by the Commissioner to be necessary for the Project.

6.3.2 If the Consultant is of the opinion that any service it has been directed to perform constitutes an Additional Professional Service, the Consultant shall notify the Commissioner in writing within five (5) business days of such direction. The Commissioner's determination as to whether or not such services constitute Additional Professional Services shall be final, conclusive and binding upon the Consultant.

6.4 Reimbursable Services: The Consultant may be directed in writing by the Commissioner to provide Reimbursable Services for the Project, as set forth below. The Consultant shall provide such Reimbursable Services, if so directed. The Consultant shall provide such Reimbursable Services through entities approved in advance by the Commissioner, and shall utilize the method of procurement and form of payment directed by the Commissioner. Payment for Reimbursable Services shall be in accordance with Article 7.

6.4.1 Reimbursable Services shall be such services determined by the Commissioner to be necessary for the Project, and may include, without limitation, the services set forth below.

- (a) Subcontractor services for borings and excavation of test pits.
- (b) Subcontractor services for environmental sampling or remediation services.
- (c) Laboratory services for soil classification, environmental testing, or other necessary analysis.
- (d) Fees for street opening permits.
- (e) Printing of Project records, except for printing performed in the Consultant's office.
- (f) Photographic film, developing and printing.
- (g) Procurement of copies of documents, data sheets, drawings and reports for reference and information.
- (h) Long distance travel, i.e., travel which is in excess of 75 miles from whichever of the following is closer to the destination: (1) Columbus Circle, or (2) Consultant's home office. Long distance travel shall not include travel expenses for any Consultants and/or Subconsultants that are not located in New York City or its vicinity.
- (i) Filing fees and related application fees for New York City agencies.
- (j) Unidentified subconsultants, i.e., subconsultants not identified in Exhibit C.
- (j) Any other services, determined by the Commissioner to be necessary for the Project.
- (k) Railroad force accounts.

6.5 Non-reimbursable Services: Throughout the Project, the Consultant shall be responsible for providing the non-reimbursable services set forth below. All costs for such services are deemed included in the Design Fee for Design Services, or, if applicable, the All Inclusive Hourly Rates for Additional Professional Services, as set forth in Article 7.

6.5.1 The Consultant shall, when requested by the Commissioner, provide overnight delivery of the

following Project documents: (1) design documents; (2) all required submittals, including without limitation shop drawings, material samples and catalogue cuts; (3) change orders; (4) documents with respect to payment, and (5) any other critical communications and/or documents.

6.5.2 The Consultant shall provide the items set forth below for all personnel performing services hereunder.

- (a) transportation, including transportation to the Project site, as well as parking and tolls. Consultants and/or Subconsultants that are not located in New York City or its vicinity shall not be entitled to reimbursement for transportation expenses.
- (b) all necessary CAD or computer usage time
- (c) all necessary office supplies and/or tools
- (d) communications equipment and service, including without limitation cellular telephones and beepers, for all personnel assigned to the Project. The telephone and beeper numbers of all personnel assigned to the Project shall be submitted to the Commissioner.

6.5.3 The Consultant shall provide all expediting services necessary and required with respect to securing all required regulatory approvals of the design.

6.6 Assistance to Commissioner: Should any claim be made or any action brought against the Commissioner or the City of New York relating to the design of the Project, the Consultant shall diligently render to the City without additional compensation any and all assistance which may be requested by the Commissioner.

#### 6.7 Provisions Regarding Changes to the Design Documents

##### 6.7.1 Changes Not Involving Scope:

- (a) The Consultant shall revise and correct, without additional compensation therefore, any and all design documents until the same shall be accepted by the Commissioner and by all other agencies whose approval is required by law.
- (b) Should any substantial change, other than a change in Project scope, make it necessary for the Consultant to change design documents after approval of the preliminary or final design documents, the Commissioner shall direct such change in writing. Such change shall constitute an Additional Professional Service.

6.7.2 Decrease in Scope: The Commissioner shall have the right to reduce the scope of the services of the Consultant hereunder, at any time and for any reason, upon written notice to the Consultant, specifying the nature and extent of such reduction. In such event, the Consultant shall be paid, in accordance with Article 7, for services already performed prior to receipt of written notification of such reduction in scope, as determined by the Commissioner. Any services performed by the Consultant to revise the design documents as a result of the reduction in the scope of the Project shall constitute Additional Professional Services.

6.7.3 Changes through Fault of Consultant: In the event that any change is required to the design documents because of defects of design or unworkability of details, or because of any other fault or errors of the Consultant, no additional compensation shall be paid to the Consultant for making such changes.

### ARTICLE 7 Payment Terms and Conditions

#### 7.1 Total Payments

7.1.1 Maximum Amount: The Maximum Amount of the Contract is set forth in Exhibit A (the "Maximum Amount"). Total payments for all services performed and all expenses incurred pursuant to this Agreement shall not exceed the Maximum Amount. The Maximum Amount does not represent a commitment or guarantee on the part of the City to pay such amount, unless it has been determined to be due and payable to the Consultant in accordance with the terms and conditions set forth herein. The Maximum Amount is comprised of the following: (1) the Design Fee, (2) the Allowance for Additional Professional Services, and (3) the Allowance for Reimbursable Services.

7.1.2 Method of Payment: The method of payment for the performance services by the Consultant shall be as set forth below. The types of services listed below are described in Article 6.

	<u>Type of Service</u>	<u>Form of Payment</u>	<u>Article Reference</u>
(a)	Design Services	Design Fee	Article 7.2
(b)	Additional Professional Services	Time Card	Article 7.3
(c)	Reimbursable Services	Reimbursement / 5% mark-up	Article 7.4

7.1.3 Allowances: In the event the amount of the allowances set forth in this Article 7 are not sufficient, as determined by the Commissioner, to cover the cost of services which the Consultant is directed to provide, the Commissioner will increase the amount of such allowances.

7.1.4 Reallocation of Allowance Amounts: Notwithstanding the specific amounts allocated for allowances, as set forth in this Article 7, the Commissioner may by issuance of a No Cost Change Order to the Consultant, reallocate such specific allowance amounts within this Article 7.

7.1.5 Executory Only: This Agreement shall be deemed executory only to the extent of the moneys appropriated and available for the purpose of the Agreement and no liability or account thereof shall be incurred beyond the amount of such moneys. It is therefore understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

7.2 Payment for Design Services

7.2.1 Design Fee: For the performance of all required Design Services for the Project, the City agrees to pay and the Consultant agrees to accept a total Design Fee, the amount of which is set forth in Exhibit E (the “Design Fee”). The Design Fee is deemed to include all costs and expenses incurred by the Consultant and/or its Subconsultant in the performance of required Design Services for the Project, including all expenses related to management, overhead and any anticipated profit. Design Services include services during the design phase (preparation of design documents) and services during the construction phase (construction support services). The Design Services included in the Design Fee are set forth in Exhibit E.

7.2.2 Payment of Design Fee: The Design Fee shall be paid to the Consultant as set forth below.

(a) Design Phase: For the performance of all required services in connection with the preparation of Design Documents for the Project, the Consultant shall be paid seventy-five (75%) of the Design Fee. Partial payment of this amount shall be in accordance with the percentage breakdown set forth below, upon written acceptance by the Commissioner of the specified design documents.

<u>Deliverable</u>	<u>Lump Sum Fee</u>
Schematic Design Documents	20% of the Design Fee
Design Development Documents	20% of the Design Fee
Construction Documents (Final Design)	35% of the Design Fee

(b) Partial Payments During Design Phase: Partial payments of the lump sum fee per deliverable, as set forth in paragraph (a) above, may be made to the Consultant on a monthly basis, based upon the Commissioner’s determination that the Consultant is progressing the required work for the deliverable in a satisfactory fashion and in accordance with the schedule set forth in Exhibit D; provided, however, partial payments for the deliverable may not exceed 50% of the lump sum fee for the same, unless the Consultant submits a draft of the deliverable demonstrating satisfactory progress of the work. Total payment of the lump sum fee per deliverable shall not be made until written acceptance by the Commissioner of the deliverable.

- (c) Construction Phase: For the performance of all required construction support services for the Project, the Consultant shall be paid twenty-five (25%) percent of the Design Fee. Partial payment of this amount shall be in accordance with the percentage of completion of all required construction support services, as determined by the Commissioner.

7.2.3 Additional Professional Services: In the event the Commissioner directs the Consultant to perform Additional Professional Services, payment for such services shall be on a time card basis, as set forth below.

7.2.4 Impact of Extension: In the event the term of the Contract is extended, the Design Fee set forth in Exhibit E shall remain in full force and effect during such extension of the Contract term.

### 7.3 Payment for Additional Professional Services

7.3.1 Allowance: An Allowance for Additional Professional Services is set forth in Exhibit A. Such Allowance is established for payment for the Additional Professional Services the Consultant is directed to perform. No such services shall be performed by the Consultant, or paid from this allowance, unless expressly authorized in advance in a written directive from the Commissioner.

7.3.2 Information from Staffing Plan: In accordance with Article 5, in the event the Consultant is directed to perform Additional Professional Services, a Staffing Plan must be established and approved by the Commissioner prior to commencement of the Consultant's services. Such Staffing Plan must specify the items set forth below.

- (a) Required Personnel: The personnel specified in the Staffing Plan shall be considered Assigned Employees for the purpose of payment in accordance with this Article 7.
- (b) All Inclusive Hourly Rates: The All Inclusive Hourly Rates for the personnel specified in the Staffing Plan shall be in accordance with Exhibit F. Such All Inclusive Hourly Rates shall apply to all hours during which an Assigned Employee performed Additional Professional Services for the Project, including overtime hours. No increase in such rates shall be provided for services performed during overtime hours. Such All Inclusive Hourly Rates shall be deemed to include: (1) all expenses incurred by the Consultant and/or its Subconsultants in the performance of all required Additional Professional Services, (2) all expenses related to management and oversight, including, without limitation, any time spent by principals performing such duties, (3) all expenses related to overhead, and (4) any anticipated profit.

7.3.3 Amount of Payment: For any given week during which an Assigned Employee performed Additional Professional Services, payment to the Consultant for such employee's services for that week shall be calculated as follows: Multiply the amount set forth in subparagraph (a) by the number set forth in subparagraph (b).

- (a) All Inclusive Hourly Rate applicable to the Assigned Employee, as set forth above.
- (b) Total number of hours set forth on time sheets completed by the Assigned Employee for the week in question during which the Assigned Employee actually performed Additional Professional Services for the Project. This total number of hours shall **NOT** include the following: (1) any hours the Assigned Employee spent commuting; (2) any non-billable hours, as defined below; (3) any hours during which the Assigned Employee performed services for any other project; (4) any hours the Assigned Employee spent performing services for the Project for which the Consultant is not entitled to compensation, and (5) any hours set forth in Article 7.3.4 below.
- (c) Non-billable hours shall be defined as any hours set forth on time sheets completed by the Assigned Employee which have been allocated to any category or function other than services performed for the Project. Non-billable hours shall include without limitation: (1) compensated absence time, including without limitation vacation time, sick time, personal time and holidays; (2) performance of indirect administrative tasks, or (3) any other time keeping category consistent with standard accounting practices.

7.3.4 No Payment for Principals: The Consultant shall not be entitled to payment for a principal's time performing oversight or management duties. This prohibition on payment for a principal's time shall not apply if the following criteria are met: (1) such principal is qualified to perform services for the Project in accordance with one of

the titles set forth in Exhibit F, and (2) such principal is included in the approved Staffing Plan for such title.

7.3.5 Change Order Services: The Consultant may be directed to perform services pursuant to a change order issued in accordance with Article 17. If so specified in the change order, the Consultant agrees to perform the services specified therein in accordance with all terms and conditions applicable to the performance of Additional Professional Services, and payment for the same, as set forth herein. Such change order shall specify a not to exceed amount for the performance of the Consultant's services.

7.3.6 Increase in All Inclusive Hourly Rates: The All Inclusive Hourly Rates, as set forth in Exhibit F, shall be subject to increases as provided for herein. The first such increase shall be made at the beginning of the calendar year which is at least three years after the commencement of the Contract, i.e., in the month of January of the year which is at least three full years after the date of the advice of award. Subsequent increases shall be made on a yearly basis at the beginning of each calendar year for the remainder of the contract term or any extension thereof. Such increases shall be based upon any increase in the Employment Cost Index for Professional, Specialty and Technical Occupations, published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"). If the index declines or shows no increase, rates shall not be increased. Any increases in the All Inclusive Hourly Rates shall be applied on a prospective basis only.

#### 7.4 Payment for Reimbursable Services

7.4.1 Allowance: An Allowance for Reimbursable Services is set forth in Exhibit A. Such Allowance is established for payment for Reimbursable Services the Consultant is directed to provide. No Reimbursable Services shall be provided by the Consultant, or reimbursed hereunder, unless expressly authorized in a written directive from the Commissioner. For Reimbursable Services in excess of \$250, such written authorization must be provided in advance of the expenditure.

7.4.2 Procurement: With respect to Reimbursable Services, the Consultant shall utilize the method of procurement directed by the Commissioner. If so directed by the Commissioner, the Consultant shall conduct a competitive bid and/or proposal process for the specified Reimbursable Service. In general, such competitive process will be required if the cost of the specified Reimbursable Service exceeds \$5,000.

7.4.3 Form of Payment: With respect to Reimbursable Services, the Consultant shall utilize the form of payment directed by the Commissioner. Payment for Reimbursable Services shall be in accordance with one of the following methods: (a) lump sum; (b) unit price, or (c) actual cost; except as otherwise provided below.

7.4.4 Long Distance Travel: Payment for long distance travel, as set forth in Article 6, shall be in accordance with the normal travel allowances of the City of New York for its own employees as provided in Comptroller's "Directive #6, Travel, Meals, Lodging and Miscellaneous Agency Expenses."

7.4.5 Consultant's Mark-Up: The Consultant shall be entitled to a mark-up of 5% for its overhead and profit with respect to Reimbursable Services; provided, however, the Consultant shall **NOT** be entitled to any mark-up with respect to (1) long distance travel, and (2) filing fees.

7.4.6 Payment: Payment for Reimbursable Services shall be as set forth below.

- (a) For lump sum contracts, payment shall be based upon the percentage of completion of all required services.
- (b) For unit price contracts, payment shall be based upon the number of completed units.
- (c) For reimbursement contracts, payment shall be based upon the actual and reasonable cost, as indicated by receipted bills or any other data required by the Commissioner.

7.4.7 Requests for payment for Reimbursable Services shall be accompanied by receipted bills or any other data required by the Commissioner.

#### 7.5 Requisitions for Payment

7.5.1 Requisitions for payment may be submitted as the work progresses, but not more often than once a month. Requisitions shall be in the authorized form and shall set forth the services performed by the Consultant and the total amount of partial payment requested. The total amount of partial payment requested shall be broken down into the following categories, depending on the services performed: (1) Payment for Design Services, (2) Payment for Additional Professional Services, and (3) Payment for Reimbursable Services. The Consultant shall submit one original and three (3) copies of each requisition for payment.

7.5.2 Requisitions for payment shall be accompanied by the documentation set forth below.

(a) Project Progress Report: The Consultant shall submit a statement indicating the percentage of completion of all required services for the Project.

(b) Payment for Design Services

- (1) For payment requisitions for any portion of the Design Fee during the design phase (i.e., for the preparation of design documents), the Consultant shall state that the Commissioner's written approval of the required deliverable(s) has been obtained, or the payment is otherwise authorized in accordance with Article 7.
- (2) For payment requisitions for any portion of the Design Fee during the construction phase (i.e., for construction support services), the Consultant shall submit a statement indicating the percentage of completion of such services.

(c) Payment for Additional Professional Services: For any given period for which the Consultant is requesting payment for Additional Professional Services, the Consultant shall submit the documentation set forth below.

- (1) name and title of the Assigned Employee.
- (2) Commissioner approval of the Assigned Employee, either approved Staffing Plan or documentation approving the Assigned Employee as a replacement.
- (3) All Inclusive Hourly Rate applicable to the Assigned Employee, as set forth in Exhibit F.
- (4) number of hours worked each day by the Assigned Employee for the week(s) in question during which the Assigned Employee actually performed Additional Professional Services.
- (5) detailed time sheets completed by the Assigned Employee for the week(s) in question. Such detailed time sheets shall reflect all hours of service by the Assigned Employee, including without limitation: (1) actual hours during which the employee performed Additional Professional Services for the Project, (2) actual hours during which the employee performed services for the Project covered under the Design Fee, (3) actual hours during which the employee performed services for other projects, (4) non-billable hours, as defined above, and (5) actual hours, if any, during which the Assigned Employee spent performing services for this Project for which the Consultant is not entitled to compensation.

(d) Payment for Reimbursable Services: For any given period for which the Consultant is requesting payment for Reimbursable Services, the Consultant shall submit:

- (1) a statement indicating the Reimbursable Service the Consultant was directed to provide.
- (2) if the form of payment is lump sum, a current report on the progress of the work, indicating the percentage of completion of all required services.
- (3) if the form of payment is unit price, a current report indicating the number of completed units.
- (4) if the form of payment is actual cost, receipted bills or any other data required by the Commissioner.

7.5.3 All payments hereunder are contingent upon the Consultant's satisfactory performance of the required services hereunder. The Commissioner is authorized to make deductions for any services performed which he/she determines to be unsatisfactory.

7.5.4 Following the receipt of a satisfactory requisition for payment, the Commissioner will approve a voucher in the amount certified for partial payment, less any and all deductions authorized to be made by the Commissioner under any terms of this Agreement or by law. This voucher will thereupon be filed with the Comptroller, with a copy thereof available to the Consultant if requested.

7.6 Prompt Payment

7.6.1 The prompt payment provisions of the PPB Rules in effect at the time of the solicitation for this Contract shall be applicable to payments made under this Contract. The provisions require the payment to contractors of interest on payments made after the required payment date, except as set forth in the PPB Rules.

7.6.2 The Consultant must submit a proper invoice to receive payment.

7.6.3 Determination of interest due shall be made in accordance with the PPB Rules and General Municipal Law 13-a.

7.6.4 If the Consultant is paid interest, the proportionate share of that interest shall be forwarded by the Consultant to its Subconsultant.

7.7 Final Payment:

7.7.1 The last and final payment to the Consultant shall become due and payable upon written acceptance by the Commissioner of all required services hereunder and the submission by the Consultant of all required records and documentation in connection with the Project.

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

ARTICLE 8 Time Provisions

8.1 Term of Contract: This Contract shall commence as of the date of the written advice of award and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder.

8.2 Time Frame for Services: The time frame for completion of all required services for the preparation of Design Documents shall be the number of consecutive calendar days (CCDs) set forth in Exhibit A. Such time frame shall commence as of the date of the written advice of award and shall not include any review time by agencies whose approval the Consultant is required to obtain. Such time frame does not include services during construction.

8.3 Extension of Contract: Upon written application by the Consultant, the Agency Chief Contracting Officer may grant an extension of time for performance of the Contract. Said application must state, at a minimum, in detail, each cause for delay, the date the cause of the alleged delay occurred, and the total number of delay in days attributable to such cause. The ruling of the Agency Chief Contracting Officer shall be final and binding as to the allowance of an extension and the number of days allowed.

ARTICLE 9 Ownership of Documents

9.1 Any and all material, records or documents prepared by or for the Consultant pursuant to this Contract, including, but not limited to, notes, designs, drawings, CAD files, electronic files, tracings, specifications, estimates, reports, schedules, charts, graphs, maps, and/or photographs, shall become the property of the City upon their acceptance by the Commissioner or upon termination of services of the Consultant. During the term of this Contract and at any time within seven years thereafter, the Consultant shall, upon demand, promptly deliver such material, records or documents to the Commissioner, or make such records available to the Commissioner or his authorized representative for review and reproduction at such place as may be designated by the Commissioner. Thereafter, the

City may utilize such material, records or documents 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.

9.2 Should such documents prepared under this Contract be re-used by the City for other than the Project originally created, it is understood that the Consultant bears no responsibility whatsoever for such re-use except in those instances where he is re-employed for re-use of the documents.

#### ARTICLE 10 Patented and Proprietary Items

10.1 The Consultant shall not, without the prior written approval of the Commissioner, specify for the Project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which is otherwise exclusively controlled by a particular firm or group of firms.

10.2 The Consultant shall be liable to and hereby agrees to defend, indemnify and hold harmless the City against all claims against the City for infringement of any copyright or patent rights of systems, graphs, charts, designs, drawings or specifications furnished by the Consultant in the performance of this Contract.

#### ARTICLE 11 Insurance

11.1 Required Insurance: From the date the Consultant is first ordered to commence work and throughout the term of this Contract, the Consultant shall effect and maintain, and shall cause each Subconsultant to effect and maintain, the types and amounts of insurance set forth below. The Consultant shall include in all its contracts with Subconsultants a requirement that they effect and maintain the types and amounts of insurance set forth below.

11.1.1 Comprehensive General Liability Insurance: The Consultant shall provide a policy of comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage), \$2,000,000 aggregate. Such policy shall be in the Consultant's name, shall name the City of New York and any Client Agency set forth in Exhibit A as additional insureds thereunder. Such policy shall protect the Consultant, the City of New York and any Client Agency set forth in Exhibit A from claims for property damage and/or bodily injury, including accidental death, which may arise from operations under this Contract, whether such operations are performed by the Consultant or anyone directly or indirectly employed by him/her. The coverage provided must be "occurrence" based; "claims made" coverage will not be accepted. The general liability insurance policy provided shall include the following endorsements:

- (a) The City of New York and any Client Agency set forth in Exhibit A, together with their respective officials and employees, are Additional Insureds under this policy.
- (b) Notice under the Policy to the Additional Insureds shall be addressed to: (1) the Commissioner of the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York 11101, and (2) any Client Agency set forth in Exhibit A at the address specified therein.
- (c) Notice of Accident shall be given to the Company by the Insured within one hundred twenty (120) days after notice of such accident has been sent to the Commissioner of the Department of Design and Construction.
- (d) Notice of Claim shall be given to the Company within one hundred twenty (120) days after such notice shall be filed with the Comptroller of the City of New York.
- (e) Notice of Claim to the Company by the Insured of an accident or claim on the site shall constitute notice by the City to the Company.
- (f) Notice of Cancellation of Policy as set forth in Article 11.2.4 below.
- (g) The presence of representatives of the City at the Site shall not invalidate this policy.

11.1.2 Professional Liability Insurance: The Consultant shall provide Professional Liability Insurance covering as insured the Consultant in the minimum amount of \$1,000,000 per claim, \$3,000,000 aggregate. Subconsultants performing professional services shall also provide such coverage in the minimum amount of \$1,000,000 per claim, \$3,000,000 aggregate. The professional liability insurance policy(s) provided shall include the endorsement set forth in Article 11.2.4 below.

11.1.3 Worker's Compensation Insurance: The Consultant shall provide Worker's Compensation Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Contract.

11.1.4 Employers Liability Insurance: The Consultant shall provide Employers Liability Insurance in the minimum amount of \$1,000,000 per occurrence. Such policy shall provide compensation due to bodily injury by accident or disease sustained by any employee of the insured arising out of or in the course of his/her employment by the insured.

## 11.2 General Requirements for Insurance Policies

11.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-7 or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations.

11.2.2 All required Insurance policies shall be in a form acceptable to the City and shall contain no exclusions or endorsements which are not acceptable to the City.

11.2.3 The omission of any endorsements or clauses required by this Article will be considered cause for rejection of the policy.

11.2.4 All required policies shall be endorsed to provide as follows: "This policy shall not be canceled, terminated, modified or changed by the Insurance Company unless at least thirty (30) Days prior written notice is sent to the Named Insured by Certified Mail and also sent by Registered Mail to both the Commissioner and to Comptroller's Office, attn: Office of Contract Administration, Municipal Building, Room 835, New York, New York 10007."

11.2.5 The Consultant shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the City of New York is an insured under the policy.

11.2.6 In his sole discretion, the Commissioner may, subject to the approval of the Comptroller and the Law Department, accept letters of credit and/or custodial accounts in lieu of required Insurance.

## 11.3 Proof of Insurance

11.3.1 On or before the commencement of work pursuant to this Contract, the Consultant shall submit, and shall cause each Subconsultant to submit, to the Commissioner two certificates of Insurance for all policies required under this contract, together with originals of all endorsements required hereunder.

11.3.2 Certificates confirming renewals of Insurance shall be submitted not less than thirty (30) days prior to the expiration date of coverage until all operations under this Contract have been completed.

11.3.3 The Consultant shall be responsible for providing continuous insurance coverage as required by this contract and shall be authorized to provide services hereunder only during the effective period of all required coverage.

11.3.4 The Consultant shall promptly notify the Commissioner of any accidents causing bodily injury or property damage arising in the course of operations under this Contract.

11.3.5 Pursuant to Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law, the Consultant has submitted proof of workers' compensation and disability benefits coverage to the Department.

## ARTICLE 12 Indemnification

12.1 If persons or property of the City, or of others sustain loss, damage or injury resulting, either directly or

indirectly from the acts, conduct, omissions, negligence, carelessness or lack of good faith of the Consultant or its officers, agents, employees, or any person, firm, company, agent or others engaged by the Consultant hereunder, in their performance of this Agreement, or from his or their failure to comply with any of the provisions of this Contract or of law, the Consultant shall indemnify and hold the City harmless from any and all claims and judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof.

12.2 The Consultant shall indemnify and hold harmless the Commissioner and the City, each officer, agent and employee of the Commissioner and the City, against all claims against any of them for bodily injury or wrongful death or property damage arising out of the negligent performance of services, including professional services, or caused by any error, omission or negligent act of the Consultant or anyone employed by the Consultant, in the performance of this Contract.

12.3 The provisions of this Article shall not be deemed to create any right of action in favor of third parties against the Consultant or the City.

12.4 The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Contract.

12.5 In the event that any City property is lost or damages, except for normal wear and tear, then the City shall have the right to withhold further payments hereunder for the purpose of set off, in sufficient sums to cover such loss or damage.

#### ARTICLE 13 Consultant Independent Contractor

13.1 The relationship of the Consultant to the City shall be that of independent contractor, and the Consultant shall have no authority to bind the City in any way with third parties.

13.2 Nothing contained herein shall be deemed to give any third party any claim or right of action against the City or the Consultant beyond such as may otherwise exist without regard to this Contract.

#### ARTICLE 14 Suspension or Termination of Performance

14.1 Suspension of Performance: The Commissioner may at any time, and for any reason, direct the Consultant to stop work under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. The Consultant shall resume work upon the date specified in such direction, or upon such other date as the Commissioner may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the time for performance. Stoppage of work under this Article shall not give rise to any claim against the City.

14.2 Termination Without Cause: The Commissioner may at any time, and for any reason, terminate this contract by written notice to the Consultant specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by the Commissioner, after consultation with the Consultant, and shall be subject to audit by the Comptroller. Termination under this Section shall not give rise to any claim against the Commissioner or the City for damages or for compensation in addition to that provided hereunder.

14.3 Termination for Cause: In the event that: (1) the Consultant shall not for any reason or through any cause, have completed performance within the time fixed for performance hereunder; or (2) Any representation or warranty made hereunder shall prove to be untrue in any material respect; or (3) grounds for cancellation of the contract shall arise; or (4) the Consultant shall otherwise be in default hereunder; or (5) the Commissioner shall give the Consultant written notice that in his opinion the conduct of the Consultant is such that the interests of the City are likely to be impaired or prejudiced, stating the facts upon which such opinion is based; then the Commissioner may, upon written notice to the Consultant, immediately terminate this contract for cause. Upon such termination, the Consultant shall be entitled to payment of such amount, to be determined by the Commissioner and subject to audit by the Comptroller, as shall fairly compensate him for the work satisfactorily performed to the termination date, provided, however, that (1) no

allowance shall be included for termination expenses; and (2) the Commissioner shall deduct from such amount and from any amount due and payable to the Consultant to the termination date, but withheld or not paid, the total amount of additional expenses incurred by the City in order to satisfactorily complete the work required to be performed by the Consultant under this contract including the expense of engaging another architect or engineer for this purpose. If such additional expense shall exceed the amounts otherwise due and payable to the Consultant hereunder, the Consultant shall pay the City the full amount of such excess expense incurred by the City. No amount shall be paid to the Consultant under this Article until the work required to be performed under this contract has been satisfactorily completed by others.

#### ARTICLE 15 Resolution of Disputes

1. Except as provided in 1(a) and 1(b) below, all disputes between the City and the vendor that arise under, or by virtue of, this contract shall be finally resolved in accordance with the provisions of this section and Section 4-09 of the Rules of the Procurement Policy Board (“PPB Rules”). This procedure shall be the exclusive means of resolving any such disputes.

(a) This section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

(b) For construction and construction-related services this section shall apply only to disputes about the scope of work delineated by the contract, the interpretation of contract documents, the amount to be paid for extra work or disputed work performed in connection with the contract, the conformity of the vendor’s work to the contract, and the acceptability and quality of the vendor’s work; such disputes arise when the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner makes a determination with which the vendor disagrees.

2. All determinations required by this section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice that will allow application to the next level.

3. During such time as any dispute is being presented, heard, and considered pursuant to this section, the contract terms shall remain in full force and effect and the vendor shall continue to perform work in accordance with the contract and as directed by the Agency Chief Contracting Officer (“ACCO”) or Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. Failure of the vendor to continue the work as directed shall constitute a waiver by the vendor of any and all claims being presented pursuant to this section and a material breach of contract.

4. Presentation of Dispute to Agency Head.

(a) Notice of Dispute and Agency Response. The vendor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the contract. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the vendor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the vendor in the dispute was arrived at. Within thirty (30) days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the vendor to produce any requested material whose relevancy the vendor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the vendor of its claim.

- (b) Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the vendor and the ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other vendor with a contract related to the work of this contract and that vendor shall be bound by the decision of the Agency Head. Any vendor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this section as the vendor initiating the dispute.
  - (c) Agency Head Determination. Within thirty (30) days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the vendor and ACCO and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner, together with a statement concerning how the decision may be appealed.
  - (d) Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this section. The City may not take a petition to the CDRB. However, should the vendor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the vendor and more favorable to the City than the decision of the Agency Head.
5. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the vendor to the CDRB, the vendor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.
- (a) Time, Form, and Content of Notice. Within thirty (30) days of receipt of a decision by the Agency Head, the vendor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the vendor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head, and (iii) a copy of all materials submitted by the vendor to the agency, including the Notice of Dispute. The vendor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
  - (b) Agency Response. Within thirty (30) days of receipt of the Notice of Claim, the agency shall make available to the Comptroller a copy of all material submitted by the agency to the Agency Head in connection with the dispute. The agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.
  - (c) Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in sections 7-201 and 7-203 of the New York City Administrative Code. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the vendor. Willful failure of the vendor to produce within fifteen (15) days any material requested by the Comptroller shall constitute a waiver by the vendor of its claim. The Comptroller may also schedule an informal conference to be attended by the supplier, agency representatives, and any other personnel desired by the Comptroller.
  - (d) Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) days from his or her receipt of all materials referred to in 5(c) to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the vendor and the Comptroller, to a maximum of ninety (90) days from the Comptroller's receipt of all the materials. The vendor may not present its petition to the CDRB until the period for investigation and compromise delineated in this paragraph

has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the contract between the parties.

6. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:
  - (a) the chief administrative law judge of the Office of Administrative Trials and Hearings (“OATH”) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this section as may be necessary in the execution of the CDRB’s functions, including, but not limited to, granting extensions of time to present or respond to submissions;
  - (b) the City Chief Procurement Officer (“CCPO”) or his/her designee, or in the case of disputes involving construction, the Director of the Office of Construction or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated, and
  - (c) a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.
7. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this section, the vendor, within thirty (30) days thereafter, may petition the CDRB to review the Agency Head determination.
  - (a) Form and Content of Petition by Vendor. The vendor shall present its dispute to the CDRB in the form of a Petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the vendor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the vendor to the agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the vendor to, the Comptroller’s Office. The vendor shall concurrently submit four complete sets of the Petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH’s offices, with proof of service on the Corporation Counsel. In addition, the vendor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.
  - (b) Agency Response. Within thirty (30) days of receipt of the Petition by the Corporation Counsel, the agency shall respond to the statement of the vendor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the agency response shall be submitted to the CDRB at OATH’s offices and one to the vendor. Extensions of time for submittal of the agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) days.
  - (c) Further Proceedings. The Board shall permit the vendor to present its case by submission of memoranda, briefs, and oral argument. The Board shall also permit the agency to present its case in response to the vendor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the agency’s case. Neither the vendor nor the agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.
  - (d) CDRB Determination. Within forty-five (45) days of the conclusion of all submissions and oral arguments, the

CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of the contract. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

- (e) Notification of CDRB Decision. The CDRB shall send a copy of its decision to the vendor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, the Office of Construction, the PPB, and, in the case of construction or construction-related services, the Engineer, Resident Engineer, Engineering Audit Officer, or other designee of the Commissioner. A decision in favor of the vendor shall be subject to the prompt payment provisions of the PPB Rules. The Required Payment Date shall be thirty (30) days after the date the parties are formally notified of the CDRB's decision.
- (f) Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with Section 4-09 of the PPB Rules.

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

#### ARTICLE 16 Consultant's Report Information

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

#### ARTICLE 17 Contract Changes

17.1 Changes may be made to this contract only as duly authorized by the Agency Chief Contracting Officer or his or her designee. Consultants deviating from the requirements of the Contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract. Work so ordered must be performed by the Consultant.

17.2 Contract changes will be made only for work necessary to complete the work included in the original scope of the contract, and for non-material changes to the scope of the contract. Changes are not permitted for any material alteration in the scope of work. Contract changes may include any contract revision deemed necessary by the Agency Chief Contracting Officer.

17.3 The Consultant shall be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the contract work is necessarily delayed by a change order, the Consultant will be entitled to an extension of time for performance.

17.4 Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification.

17.5 All payments for change orders are subject to pre-audit by the Engineering Audit Officer and may be post-

audited by the Comptroller. If the audits reveal that the Consultant's costs for the change order work were inaccurately stated during negotiations, the agency shall recoup the amount by which the costs were inaccurately stated by proportionately reducing the price of the change order. This remedy is not exclusive and in addition to all other rights and remedies of the City.

17.6 Any contract increase which cumulatively exceeds the greater of 10% of the Contract Price or \$100,000 shall be justified in writing by the Agency Chief Contracting Officer and approved in writing by the Mayor's Office of Contract Services. Any contract amendment which either amends a unit price, cancels required units, or adds a new type of unit item to the Contract must be approved in writing by the Agency Chief Contracting Officer.

#### ARTICLE 18 Accounting Records

18.1 The Consultant shall maintain complete, detailed and accurate cost and accounting records, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract. During the term of this Contract and at any time within seven years thereafter, the Consultant shall make such records available to the City or its authorized representatives for review and audit at such place or places as may be designated by the Commissioner. In the event the Commissioner authorizes the Consultant to retain the services of Subconsultants for which the Consultant will be entitled to reimbursement hereunder, the Consultant agrees to include in all its contracts with Subconsultants a requirement that they maintain complete, detailed and accurate cost and accounting records as to all their costs relating to the services and materials furnished by them under such contracts and that during the term of this Contract and at any time within seven years thereafter, if required by the Commissioner, they will make such records available to the City or its authorized representatives for review and audit at such places as may be designated by the Commissioner.

18.2 In the event all or any part of such records are not maintained by the Consultant or its Subconsultants, or made available to the City as provided, herein, any item not supported by reason of the insufficiency or unavailability of such records shall at the election of the Commissioner or the Comptroller, be disallowed and, if payment therefor has already been made, the Consultant, upon demand, shall refund to the City the amounts so disallowed. Payments to the Consultant or approval by the Commissioner of any application for payment submitted by the Consultant, shall in no way affect the Consultant's obligation hereunder or the right of the City to obtain a refund of any payment to the Consultant which is in excess of that to which it was lawfully entitled.

#### ARTICLE 19 Audit and Examination

19.1 This Contract and all payments hereunder shall be subject to audit and examination by the Engineering Audit Officer of DDC and post-audit by the Comptroller of the City in accordance with Law.

#### ARTICLE 20 Moneys Withheld

20.1 When the Commissioner shall have reasonable grounds for believing that: (1) the Consultant will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or (2) a meritorious claim exists or will exist against the Consultant or the City arising out of the negligence of the Consultant or the Consultant's breach of any provision of this contract; then the Commissioner or the Comptroller may withhold payment of any amount otherwise due and payable to the Consultant hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Consultant, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right against the Commissioner or claim against the City by reason of the Commissioner's failure or refusal to withhold moneys. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

#### ARTICLE 21 Assignments

21.1 The Consultant shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the moneys due or to become due under this contract, unless the previous written consent of the Commissioner shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of

such consent to any further or other assignments.

21.2 Such assignment, transfer, or conveyance shall not be valid until filed in the office of the Department of Design and Construction and of the Treasurer with the written consent of the Commissioner endorsed thereon or attached thereto.

21.3 Failure to obtain the previous written consent of the Commissioner to such an assignment, transfer or conveyance, shall justify, at the option of the Commissioner, the revocation and annulment of this Contract. The City shall thereupon be relieved and discharged from any further liability and obligation to the Consultant, his assignees or transfers, and the Consultant and his assignees shall forfeit and lose all moneys theretofore earned under the Contract, except so much as may be required to pay the Consultant's employees; provided, however, that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Consultant for the benefit of creditors made pursuant to the statutes of the State of New York.

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

21.5 This Contract may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

#### ARTICLE 22 Consultant's Performance

22.1 The Consultant shall be liable to the City for all losses, expenses and damage caused by the failure of the Consultant properly to perform its obligations under this Agreement and the Consultant shall not be entitled to any compensation for services or reimbursement for costs or expenses with respect to any such obligations not properly performed by it hereunder.

#### ARTICLE 23 Claims - Limitation of Action

23.1 No action shall be maintained by the Consultant, his successors or assigns, against the City on any claim based upon or arising out of this Contract unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder in the office of the Comptroller, or within six (6) months of the termination or conclusion of this contract, or within six (6) months after the accrual of the cause of action, whichever is earliest.

#### ARTICLE 24 No Claim Against Officer, Agents or Employees

24.1 The Consultant agrees to not make any claim against any officer, agent or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

24.2 The Consultant shall require each Subconsultant to the Consultant to agree in his contract not to make any claim against the City, its officers, agents or employees, by reason of such contract, or any acts or omissions of the Consultant.

24.3 Nothing in this contract shall be construed to give any person other than the City and the Consultant any legal or equitable right, remedy or claim under this contract; but it shall be held to be for the sole and exclusive benefit of the City and the Consultant.

#### ARTICLE 25 Notices

25.1 Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mail box in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

ARTICLE 26    Investigations

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

26.1.1    If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

26.1.2    If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City then;

26.1.3    The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon no less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

26.1.4    If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 26.3 below without the City incurring any penalty or damages for delay or otherwise.

26.2    The penalties which may attach a final determination by the commissioner or agency head may include but shall not exceed:

26.2.1    The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

26.2.2    The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; moneys lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

26.3    The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs 26.3.1 and 26.3.2 below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs 26.3.3 and 26.3.4 below in addition to any other information which may be relevant and appropriate;

26.3.1    The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

26.3.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

26.3.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

26.3.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 26.2 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 26.1.3 above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

#### 26.4 Definitions Used in this Article

26.4.1 The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

26.4.2 The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

26.4.3 The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives moneys, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

26.4.4 The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

26.5 In addition to and notwithstanding any other provision of this agreement the Commissioner or Agency Head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event consultant fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the consultant, or affecting the performance of this contract.

#### ARTICLE 27 Unlawful Provisions

27.1 If this contract contains any unlawful provisions, not an essential part of the contract and which appear not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall upon the application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

#### ARTICLE 28 Modification

28.1 This Contract may be modified from time to time in a writing signed by both parties in order to carry out and complete more fully and perfectly the services agreed to be performed under this Contract; provided, however, in no event shall such modification exceed the cost limitation approved by the Office of Management and Budget.

#### ARTICLE 29 Errors

29.1 If this Contract contains any errors, inconsistencies, ambiguities or discrepancies, including typographical errors, the Consultant shall request a clarification of the same by writing to the Commissioner whose decision shall be binding upon the parties.

ARTICLE 30 Representations, Warranties and Affirmations

30.1 Procurement of Agreement: The Consultant represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Consultant further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Consultant makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof.

30.1.1 For a breach or violation of such representations or warranties, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all moneys paid hereunder and the Consultant shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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

30.3 Fair Practices: The Consultant and each person signing on behalf of the Consultant represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

30.3.1 The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition;

30.3.2 Unless otherwise required by law, the prices which have been quoted in this contract and on the proposal submitted by the Consultant have not been knowingly disclosed by the Consultant prior to the proposal opening, directly or indirectly, to any competitor; and

30.3.3 No attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

30.3.4 The fact that the Consultant (1) has published price lists, rates, or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid, does not, in itself, constitute a disclosure within the meaning of the above.

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

ARTICLE 31 No Discrimination

31.1 As required by New York State Labor Law Section 220 (e), the parties hereto agree as follows:

31.1.1 That in the hiring of employees for performance of work under this contract or any subcontract hereunder neither the Consultant, subcontractor, nor any person acting on behalf of such Consultant or subcontractors shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is

qualified and available to perform the work to which the employment relates;

31.1.2 That neither the Consultant, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

31.1.3 That there may be deducted from the amount payable to the Consultant by the City under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

31.1.4 That this contract may be canceled or terminated by the City and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the contract.

31.1.5 The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

31.2 As required by New York City Administrative Code §6-108

31.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color, or creed of such person.

31.2.2 It shall be unlawful for any person or any servant, agent, or employee of any person, described in subdivision 31.2.1 above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

31.2.3 Disobedience of the foregoing provisions shall be deemed a violation of a material provision of this contract.

31.2.4 Any person, or the employee manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars or by imprisonment for not more than thirty days, or both.

## ARTICLE 32 Equal Employment Opportunity

32.1 This contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O.50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the Consultant agrees that:

32.1.1 The Consultant will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

32.1.2 When it subcontracts, the Consultant will not engage in any unlawful discrimination in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status;

32.1.3 The Consultant will state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship, or that it is an equal employment opportunity employer;

32.1.4 The Consultant will send to each labor organization or representative or workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E. O. 50 and the rules and regulations promulgated thereunder; and

32.1.5 The Consultant will furnish all information and reports including an Employment Report before the award of the contract which are required by E. O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Office of Labor Services ("DLS"), and will permit access to its books, records and accounts by DLS for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

32.2 The Consultant understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with the E. O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the imposition by the Commissioner of any or all of the following sanctions:

- 32.2.1 disapproval of the Consultant;
- 32.2.2 suspension or termination of the contract;
- 32.2.3 declaring the Consultant in default; or
- 32.2.4 in lieu of any of the foregoing sanctions, the Director may impose an employment program.

32.3 The Consultant agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000.00 to which it becomes a party, unless exempted by E. O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance.

32.4 The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to E. O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E. O. 50 and the rules and regulations promulgated thereunder.

#### ARTICLE 33 All Prior Written or Oral Agreements Excluded

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

#### ARTICLE 34 Head Notes and Marginal Notations

34.1 Notations in the margins and headnotes are not part of the contract and are for reference purposes only. They in no way define, limit or describe scope or intent of the article or section of the Agreement nor in any way affect this Agreement.

#### ARTICLE 35 Dust Hazards

35.1 Should a harmful dust hazard be created in performing the work of this contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the State of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard, by the Consultant. Failure to comply with this provision after notice shall make this contract void.

#### ARTICLE 36 Participation in an International Boycott

36.1 The Consultant agrees that neither the Consultant nor any substantially-owned affiliated company has participated, is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

36.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Consultant or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.

36.3 The Consultant shall comply in all respect, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

#### ARTICLE 37 Effective and Binding

37.1 This contract shall neither be binding nor effective unless:

37.1.1 Approved by the Mayor pursuant to the provisions of Executive Order No. 42, dated October 9, 1975 in the event the Executive Order requires such approval; and

37.1.2 Certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan; and

37.1.3 Approved by the New York State Financial Control Board (Board) pursuant to the New York State Financial Emergency Act for the City of New York, as amended, (the "Act"), in the event regulations of the Board pursuant to the Act require such approval.

37.1.4 It has been authorized by the Mayor, and the Comptroller shall have endorsed his certificate, that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of carrying out this agreement.

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

#### ARTICLE 38 Choice of Law, Consent to Jurisdiction and Venue

38.1 This Contract shall be deemed to be executed in the City of New York, regardless of the domicile of the Consultant, and shall be governed by and construed in accordance with the laws of the State of New York.

38.2 The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this agreement and intent, the Consultant agrees:

38.2.1 If the City initiates any action against the Consultant in Federal Court or in New York State Court, service or process may be made on the Consultant, either in person, wherever such Consultant may be found, or by registered mail addressed to the Consultant at its address as set forth in this Contract, or to such other address as the Consultant may provide to the City in writing; and

38.2.2 With respect to any action between the City and the Consultant in New York State Court, the Consultant hereby expressly waives and relinquishes any rights it might otherwise have (1) to move to dismiss on grounds of forum non conveniens, (2) to remove to Federal Court; and (3) to move for a change of venue to a New York State Court outside New York County.

38.2.3 With respect to any action between the City and the Consultant in Federal Court located in New York City, the Consultant expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

38.2.4 If the Consultant commences any action against the City in a court located other than in the City and State or New York, upon request of the City, the Consultant shall either consent to a transfer of the action to a court of

competent jurisdiction located in the City and State of New York, or if the court where the action is initially brought will not or cannot transfer the action, the Consultant shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

38.3 If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

#### ARTICLE 39 Waiver

39.1 Waiver by the City of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of the Contract unless and until the same be agreed to in writing by the Commissioner.

#### ARTICLE 40 All Defenses Reserved

40.1 Each and every defense, right and remedy that the City has under this Contract is not exclusive and it is in addition to and concurrent with all other defenses, right and remedies which the City has under this Contract and which the City otherwise has, will have, or may have under law, equity, or otherwise.

#### ARTICLE 41 MacBride Principles Provisions

41.1 Notice to all Prospective Contractors: Local Law No. 34 of 1991 became effective on September 10, 1991 and added section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of work place opportunity.

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

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

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

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

41.6 For purposes of this section, the following terms shall have the following meanings: "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work place opportunity which require employers doing business in Northern Ireland to:

- 41.6.1 increase the representation of individuals from under represented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- 41.6.2 take steps to promote adequate security for the protection of employees from under represented religious groups both at the work place and while traveling to and from work;
- 41.6.3 ban provocative religious or political emblems from the work place;
- 41.6.4 publicly advertise all job openings and make special recruitment efforts to attract applicants from under represented religious groups;
- 41.6.5 establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- 41.6.6 abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 41.6.7 develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- 41.6.8 establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- 41.6.9 appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

41.7 The contractor agrees that the covenants and representations in Paragraph 41.5 above are material conditions to this contract. In the event the contracting entity receives information that the contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirement contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law.

#### ARTICLE 42 Vendex Questionnaires

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

42.2 Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9<sup>th</sup> Floor, New York, New York 10007. In addition, the Consultant must submit a Confirmation of Vendex Compliance to the Department.

42.3 Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at [www.nyc.gov/vendex](http://www.nyc.gov/vendex). The Consultant may also obtain Vendex forms and instructions by contacting the ACCO or the contact person for this contract.

ARTICLE 43 – Ultra Low Sulfur Diesel Fuel – Rider for Public Works Contracts – Local Law 77

In accordance with Local Law 77 of 2003, codified at section 24-163.3 of the New York City Administrative Code:

I. DEFINITIONS: For purposes of this Local Law 77 Rider, the following definitions apply:

A. “Contractor” means any person or entity that enters into a Public Works Contract with a City agency, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

B. “Lower Manhattan” means the area of New York County consisting of the area to the south of and within Fourteenth Street.

C. “Motor Vehicle” means any self-propelled vehicle designed for transporting persons or property on a street or highway.

D. “Nonroad Engine” means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

E. “Nonroad Vehicle” means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

F. “Public Works Contract” means a contract with a City agency for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a City agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a City agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

G. “Ultra Low Sulfur Diesel Fuel” means diesel fuel that has a sulfur content of no more than fifteen parts per million.

II. ULTRA LOW SULFUR DIESEL FUEL: The requirements of this Part II are effective June 19, 2004 for Public Works Contracts for Lower Manhattan and December 19, 2004 for all other Public Works Contracts.

A. All Contractors shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this contract.

B. Notwithstanding the requirements of paragraph A, Contractors may use diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this Part II, where the Commissioner of the New York City Department of Environmental Protection (“DEP Commissioner”) has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of City agencies and Contractors. Any determination made pursuant to this subdivision shall expire after six months unless renewed.

C. Contractors shall not be required to comply with this Part II where the agency letting this contract makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million is not available to meet the requirements of Local Law 77, provided that such Contractor in its fulfillment of the requirements of this contract, to

the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available. Any finding made pursuant to this subdivision shall expire after sixty days, at which time the requirements of this Part II shall be in full force and effect unless the agency renews the finding in writing and such renewal is approved by the DEP Commissioner.

D. Contractors may check on determinations and approvals issued by the DEP Commissioner pursuant to Local Law 77, if any, at [www.nyc.gov/dep](http://www.nyc.gov/dep) or by contacting the Department issuing this solicitation.

E. The requirements of this Part II do not apply where they are precluded by federal or State funding requirements or where the contract is an emergency procurement.

F. The requirements of this Part II do not apply to Public Works Contracts entered into or renewed prior to June 19, 2004.

### III. BEST AVAILABLE TECHNOLOGY

A. The requirements of this Part III are effective June 19, 2004 for Public Works Contracts for Lower Manhattan; June 19, 2005 for all Public Works Contracts valued at \$2,000,000 or more; and December 19, 2005 for all Public Works Contracts.

All Contractors shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this contract.

For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, Contractors shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The Contractor shall fully document all steps in the best available technology selection process and shall furnish such documentation to the Department or the DEP Commissioner upon request. The Contractor shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

B. No Contractor shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Part III within three years of having first utilized such technology for such vehicle.

C. This Part III shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty calendar days.

D. The Contractor shall not be required to comply with this Part III with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

1. Where the agency makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by those paragraphs is unavailable for such vehicle, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.
2. Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, Contractor shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.
3. In determining which technology to use for the purposes of subsections (D)(1) and (D)(2) above, Contractor shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.
4. Contractors shall submit requests for a finding or a waiver pursuant to this subsection (D) in writing to the DEP Commissioner, with a copy to the ACCO of the Department issuing the solicitation. Any

finding or waiver made or issued pursuant to subsections (D)(1) and (D)(2) above shall expire after one hundred eighty days, at which time the requirements of subsection A shall be in full force and effect unless the agency renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

E. The requirements of this Part III do not apply where they are precluded by federal or State funding requirements or where the contract is an emergency procurement.

F. The requirements of this Part III shall not apply to Public Works Contracts entered into or renewed prior to June 19, 2004.

IV. SECTION 24-163 OF THE NEW YORK CITY ADMINISTRATIVE CODE: Contractors shall comply with Section 24-163 of the New York City Administrative Code related to the idling of the engines of motor vehicles while parking.

#### V. COMPLIANCE

A. Contractor's compliance with these provisions may be independently monitored. If it is determined that the Contractor has failed to comply with any provision of this rider, any costs associated with any independent monitoring incurred by the City shall be reimbursed by the Contractor.

B. Any Contractor who violates any provision of this rider, except as provided in subsection (C) below, shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such Contractor for failure to comply with this rider.

C. No Contractor shall make a false claim with respect to the provisions of this rider to a City agency. Where a Contractor has been found to have done so, such Contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such Contractor in association with having made such false claim.

#### VI. REPORTING

A. For all Public Works Contracts covered by this Rider, the Contractor shall report to the Department the following information:

1. The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;
2. The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;
3. The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;
4. The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Part III, including a breakdown by vehicle model and the type of technology used for each such vehicle;
5. The locations where such Nonroad Vehicles were used; and
6. Where a determination is in effect pursuant to Part II.B or II.C, detailed information concerning the Contractor's efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million.

B. The Contractor shall submit the information required by Paragraph A at the completion of work under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover work performed the preceding fiscal year (July 1- June 30).

#### ARTICLE 44 – Ultra Low Sulfur Diesel Fuel – Rider for Public Works Contracts - Coordinated Construction Act for Lower Manhattan

In accordance with the Coordinated Construction Act for Lower Manhattan, a New York State law, as amended:

I. DEFINITIONS: For purposes of this Coordinated Construction Act for Lower Manhattan Rider, the following definitions apply:

A. "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson river as it exists now or may be extended would intersect with the southerly line of West Houston street in the borough of Manhattan extended, thence easterly along the southerly side of West Houston street to the southerly side of Houston street, thence easterly along the southerly side of Houston street to the southerly side of East Houston street, thence northeasterly along the southerly side of East Houston street to the point where it would intersect with the United States pierhead line in the East river as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

B. "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City of New York known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

C. "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under section 7411 or section 7521 of title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

D. "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five horsepower or less and that are not used in any construction program or project.

E. "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

## II. REQUIREMENTS

Contractors and subcontractors are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine horsepower (HP) rating of 50 HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, the day and year first above written, one copy to remain with the Commissioner, one copy to be filed with the Comptroller of the City of New York and one copy to be delivered to the Engineer.

THE CITY OF NEW YORK

By: \_\_\_\_\_  
Deputy Commissioner

ENGINEER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EIN: \_\_\_\_\_

Approved as to Form and Certified  
as to Legal Authority

\_\_\_\_\_  
Acting Corporation Counsel

Date: \_\_\_\_\_

ACKNOWLEDGMENT BY CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_, who being by me duly sworn, did depose and say that he/she resides in the City of \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known and known to me to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY CORPORATION

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_, who being by me duly sworn, did depose and say that he/she resides in the City of \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known and known to me to be the Deputy Commissioner of the Department of Design and Construction of the City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**EXHIBIT A-1**

**CONTRACT NO. 1**

**CONTRACT INFORMATION**

- |    |  |               |              |
|----|--|---------------|--------------|
| 1. | Maximum Amount of Contract:<br>(Addition of items 2 through 4)   | Not to Exceed | \$ _____     |
| 2. | Design Fee:  |               | \$ _____     |
| 3. | Allowances for Additional Professional Services,<br>including Environmental Services and<br>Hazmat Services:   | Not to Exceed | \$100,000.00 |
| 4. | Allowance for Reimbursable Services:   | Not to Exceed | \$100,000.00 |
| 5. | <u>Reallocation of Allowance Amounts:</u> Notwithstanding the specific amounts allocated for allowances set forth above, the Commissioner may, by issuance of a No Cost Change Order to the Consultant, reallocate such specific allowance amounts.  |               |              |
| 6. | <u>Term of Contract:</u> The Contract shall commence as of the date of the advice of award and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder. The time frame for completion of all required services for the preparation of Design Documents shall be the number of consecutive calendar days (CCDs) set forth below. Such time frame shall commence as of the date of the written advice of award and shall not include any review time by agencies whose approval the Consultant is required to obtain. Such time frame does not include services during construction. |               |              |

Time Frame for completion of All Design Documents 365 CCDs

**EXHIBIT A-2**

**CONTRACT NO. 2**

**CONTRACT INFORMATION**

- |    |  |               |              |
|----|--|---------------|--------------|
| 1. | Maximum Amount of Contract:<br>(Addition of items 2 through 4)   | Not to Exceed | \$ _____     |
| 2. | Design Fee:  |               | \$ _____     |
| 3. | Allowances for Additional Professional Services,<br>including Environmental Services and<br>Hazmat Services:   | Not to Exceed | \$100,000.00 |
| 4. | Allowance for Reimbursable Services:   | Not to Exceed | \$75,000.00  |
| 5. | <u>Reallocation of Allowance Amounts:</u> Notwithstanding the specific amounts allocated for allowances set forth above, the Commissioner may, by issuance of a No Cost Change Order to the Consultant, reallocate such specific allowance amounts.  |               |              |
| 6. | <u>Term of Contract:</u> The Contract shall commence as of the date of the advice of award and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder. The time frame for completion of all required services for the preparation of Design Documents shall be the number of consecutive calendar days (CCDs) set forth below. Such time frame shall commence as of the date of the written advice of award and shall not include any review time by agencies whose approval the Consultant is required to obtain. Such time frame does not include services during construction. |               |              |

Time Frame for completion of All Design Documents 365 CCDs

**EXHIBIT A-3**

**CONTRACT NO. 3**

**CONTRACT INFORMATION**

- |    |  |               |              |
|----|--|---------------|--------------|
| 1. | Maximum Amount of Contract:<br>(Addition of items 2 through 4)   | Not to Exceed | \$ _____     |
| 2. | Design Fee:  |               | \$ _____     |
| 3. | Allowances for Additional Professional Services,<br>including Environmental Services and<br>Hazmat Services:   | Not to Exceed | \$100,000.00 |
| 4. | Allowance for Reimbursable Services:   | Not to Exceed | \$75,000.00  |
| 5. | <u>Reallocation of Allowance Amounts:</u> Notwithstanding the specific amounts allocated for allowances set forth above, the Commissioner may, by issuance of a No Cost Change Order to the Consultant, reallocate such specific allowance amounts.  |               |              |
| 6. | <u>Term of Contract:</u> The Contract shall commence as of the date of the advice of award and shall remain in effect until Final Acceptance of all required construction work for the Project and completion of all required services hereunder. The time frame for completion of all required services for the preparation of Design Documents shall be the number of consecutive calendar days (CCDs) set forth below. Such time frame shall commence as of the date of the written advice of award and shall not include any review time by agencies whose approval the Consultant is required to obtain. Such time frame does not include services during construction. |               |              |

Time Frame for completion of All Design Documents 365 CCDs

**EXHIBIT B  
SPECIFIC REQUIREMENTS**

**I. PROJECT INTENT**

The NYC Department of Transportation (DOT), Division of Bridges, has identified 15 pedestrian bridges that require immediate replacement. Replacement is necessary to address problems that include structural deterioration and sub-standard clearance requirements, as well as compliance with the Americans with Disability Act (ADA). It is the intent of this contract that the designs provided hereunder contribute to the visual character of the neighborhoods they serve.

For each bridge, the Consultant shall provide engineering design services for replacement of the existing superstructure and necessary portions of the substructure. In addition, the Consultant's design shall include ramps to comply with the ADA. For ADA compliance, mechanical devices (elevators) are not acceptable. Each bridge shall be within the bounds of the Right of Ways (ROW) in the project areas. The design shall provide for the continuation of vehicular or railroad traffic under the bridge, as well as the installation and/or support and protection of existing utilities. The Consultant will be expected to design bridges that span railroads and highways without creating service outages. Pedestrian access during construction must be maintained.

The bridges shall be designed for a 75 year lifespan and shall comply with all applicable federal, state and local statutes including, but not limited to: the Americans with Disabilities Act (ADA), recognized industry-wide engineering standards adopted by the American Association of State Highway and Transportation Officials (AASHTO) the NYSDOT and the NYCDOT. The design of the bridges shall provide for components that are readily available for maintenance purposes.

The Consultant shall provide the required services through this contract, entered into with the Department of Design and Construction ("DDC"). Throughout this Exhibit, the following entities are referred to:

New York City Department of Transportation	DOT
New York City Department of Environmental Protection	DEP
New York City Department of Parks and Recreation	DPR
New York State Department of Environmental Conservation	NYSDEC
New York State Department of Transportation	NYSDOT

The Consultant shall provide design services for the project in accordance with the schedule set forth in Exhibit D. The Consultant shall coordinate the activities of its subconsultants to ensure adherence to the schedule.

**II. DESCRIPTION OF PEDESTRIAN BRIDGES**

A description of the pedestrian bridges for which the design services are required is set forth in the final section of these Specific Requirements. Such pedestrian bridges are hereinafter referred to as the "Project Bridges".

The pedestrian bridges that must be replaced have been separated into three groups, each of which is described in the final section of these Specific Requirements (See Exhibits B-1, B-2 and B-3). Each consultant awarded a contract will be assigned one group of project bridges. Following an award of contract, this Exhibit will be modified to include only the group of project bridges assigned to the Consultant.

- Contract #1: The bridges included in Contract #1 are set forth in Exhibit B-1
- Contract #2: The bridges included in Contract #2 are set forth in Exhibit B-2
- Contract #3: The bridges included in Contract #3 are set forth in Exhibit B-3

**III. GENERAL APPROACH:**

- A. The intent of this Contract is to have the Consultant provide the following services for the Project Bridges:
- (1) preparation and coordination of all required design documents, including Construction Documents, and
  - (2) construction support services.

B. The Consultant shall provide the design services described in these Specific Requirements. The required design services are broken down into the following phases:

1. Schematic Design
2. Design Development
3. Construction Documents
4. Bidding and Bid Analysis.
5. Construction Support Services

C. The services to be provided by the Consultant include without limitation the following:

1. Architectural Design
2. Structural (In-depth) Inspection
3. Topographical Survey
4. Geotechnical Engineering
5. Structural/Bridge Engineering Design
6. Environmental Assessment Statement (EAS)
7. Asbestos and Lead based Paint Inspection
8. Landscape Architectural Design and Arborist Services
9. Lighting Design
10. Drainage Design and Incidental Roadway/Grading work
11. Electrical Design
12. Utility Coordination and Relocation
13. Railroad Coordination
14. Maintenance & Protection of Traffic and Staging
15. Construction Cost Estimate
16. Preparation of Specifications
17. Preparation of Construction Documents
18. Review and Analysis of Bids
19. Microfilming and Indexing of Project Records
20. Construction Contract Duration/Scheduling Study
21. Coordination and Meetings as Necessary for Approvals

D. The Consultant shall obtain all required approvals. All required design documents, including cost estimates, are subject to review and written approval by the Commissioner. Final design documents are subject to approval by all Federal, State and local agencies having jurisdiction including, without limitation, the following: (1) DOT (Division of Bridges), (2) Art Commission, and (3) local Community Boards. With respect to certain Project Bridges, other approvals may be required. Such other approvals that may be required include, without limitation, the following: (1) DPR, (2) DEP (Sewers and Water), (3) NYSDEC (Wetlands), (4) NYSDOT, (5) AMTRAK, (6) MTA LIRR, (7) MTA Metro North.

If a project requires a Uniform Land Use Review Procedure (ULURP) filing and approval, such professional services shall be considered Additional Professional Services and will be provided at the written direction of the Commissioner. Additional Professional Services are described in Articles 6 and 7 of the Contract.

E. The services to be provided by the Consultant shall include without limitation the services described below.

1. Schematic Design: During the Schematic Design phase, the tasks to be performed by the consultant shall include, without limitation, the tasks described below:
  - a. Research and collection of record data (described in Section V)
  - b. Site Inspection (described in Section V)
  - c. Schematic Design: Initially, the Consultant shall provide at least two distinct alternative schematic design drawings for each bridge that are appropriate for the local neighborhood

and the overall environment. These schematic designs shall be presented to DDC for initial approval. During the schematic design phase, the consultant shall be required produce as many design drawing alternatives and/or revisions as necessary to obtain the approvals of the agencies having jurisdiction, as well as DDC, before progressing to the Design Development phase. For each alternative, the Consultant shall address pedestrian traffic on the bridge, as well as vehicular traffic under the bridge. Each alternative shall include, at a minimum:

1. Use of material for various elements of superstructure and substructure
2. Overall architectural design and lighting design
3. Landscape design and site design
4. Compliance with ADA/ LL58
5. Cost Estimate

Upon review and approval of the schematic design by DDC, the Consultant shall make a presentation to DOT and DPR, if required. Upon approval of the schematic design by DDC, DOT and DPR, the Consultant shall make presentations to the Art Commission. The Consultant shall utilize the format required by the Art Commission. Upon final approval of the schematic design by all agencies whose approval is required, the consultant shall proceed to the Design Development phase.

More detailed requirements for this phase are set forth in Section V.

## 2. Design Development

Upon approval of the schematic design and written authorization by the Commissioner, the consultant shall proceed to the Design Development phase and further develop the approved Schematic Design. During this phase, the Consultant shall perform the tasks and provide the deliverables set forth below.

- a. Bridge Condition Inspection Report(s) (BCIR): The Consultant shall perform a Bridge Condition Inspection and prepare a Bridge Condition Inspection Report (BCIR) for the Project Bridge(s). The purpose of the BCIR is to record and document the existing condition of the project bridge(s). The BCIR shall include, without limitation, a Condition Inspection, a Soil Investigation Program / Geotechnical Foundation Report, a Bridge Deck Evaluation Report, etc. The BCIR shall also include schematic plans, cross section and elevation of the existing project bridge(s). The BCIR shall include the results and recommendations of each of the above tasks.
- b. Preliminary Design: The Consultant shall prepare the Preliminary Design, including necessary site design, based on the approved Schematic Design of the project bridge(s). The Preliminary Design shall include existing and proposed plans, elevations, cross sections and other pertinent details of the bridge, including the lighting design and site design. The Preliminary Design shall show sufficient details to ensure contractibility of the proposed scheme, including all existing and proposed utilities, seismic retrofitting, etc. The Preliminary Design shall also include detailed MPT drawings, detailed Right-of-Way plan and itemized scope of work. The Preliminary Design submission shall also include an up to date itemized cost estimate. The Preliminary Design shall serve as a basis for development of the Construction Documents.
- c. Preliminary Design shall constitute about 50% of the Construction Documents. Upon review and approval of the Preliminary Design by DDC, the consultant shall make a presentation to DOT and DPR (if required) and appropriate Community Board(s). Upon approval of the Preliminary Design by DDC, DOT, DPR and the Community Board, the Consultant shall make presentations to the Art Commission and obtain its approval. The Consultant shall utilize the format required by the Art Commission. The Consultant shall also schedule and hold an All Agency Conference as directed by the Commissioner. Upon approval of the Preliminary Design by all parties involved, the consultant shall proceed to the "Construction Document" phase.

More detailed requirements for this phase are set forth in Section V.

### 3. Construction Document

Upon approval of the Preliminary Design and written authorization by the Commissioner, the Consultant shall proceed to Construction Documents phase. The consultant shall prepare the Construction Documents based on the approved Preliminary Design. Construction Documents shall be used for public bidding. During this phase, the Consultant shall perform the tasks and provide the deliverables set forth below.

- a. All Agency Conference: The Consultant shall schedule and conduct an All Agency Conference to receive comments from all impacted agencies. Prior to the conference, the Consultant shall provide sets of Advanced Plans to all impacted agencies. The Consultant shall incorporate comments into the PS&E submission, as directed in writing by DDC.
- b. Advanced Plans Submission: The Advanced Plans Submission shall consist of 90% complete plans including Architectural, Lighting and Site Design Drawings, 90% complete specification books(s), 90% complete special specifications, and 90% complete itemized estimate(s) for each of the project bridge(s). In each instance, 90% complete means equal to 90% of a Construction Documents submission.
- c. Upon approval of the Advanced Plans by DDC, DOT, the Community Board and DPR (if required), the Consultant shall make presentations to the Art Commission and obtain its approval. The Consultant shall utilize the format required by the Art Commission.
- d. Plans, Specifications and Estimate (PS&E) Submission: The Consultant shall make (PS&E) submission(s) to NYCDDC for each of the project bridge(s). This PS&E submission shall consist of 100% Plans, 100% Specifications & Final Itemized Cost Estimates. The Consultant shall coordinate the review of submissions with NYCDOT and other affected parties.
- e. Plans, Specifications and Estimate (PS&E) Submission: The Consultant shall make a PS&E submission to DDC for each of the project bridge(s). The PS&E submission shall consist of 100% Plans, 100% Specifications & Final Itemized Cost Estimate.
- f. Construction Documents Submission: Upon review and approval of the PS&E submission by DDC, DOT and other affected parties, the consultant shall submit required Construction Documents to DDC. Construction Documents shall be used for public bidding of the required construction work for the project bridge(s).

More detailed requirements for this phase are set forth in Section V.

### 4. Bidding and Bid Analysis:

During this phase, DDC will advertise and solicit bids from prospective bidders for the project bridge(s). Upon inquiries from the prospective bidders, the Consultant shall provide clarification, and, if directed by the Commissioner, the Consultant shall prepare an addendum for public distribution. The Consultant shall attend the Public Bid Opening. The Consultant shall review and analyze all bids received for the project bridge(s). The Consultant shall provide written recommendations to the Commissioner regarding the responsiveness of the bids received.

During this phase, the Consultant shall perform Microfilming and indexing services for all documents resulting from this contract. Such services shall be in accordance with the latest edition of NYCDOT's "Specifications for the Preparation of Record Drawings, Indices, Microfilms and CD Media". The Consultant shall also deliver Final Contract Documents Records to DDC and/or DOT as directed by the Commissioner.

More detailed requirements for this phase are set forth in Section V.

5. Construction Support Services:

Upon written authorization by the Commissioner, the Consultant shall proceed to Construction Support Services phase of this contract. During this phase, the Consultant shall perform the tasks and provide the deliverables set forth below.

- a. Visit the site at least once a week, as well as at other times on an as needed basis.
- b. Attend Monthly Progress Meetings, as well as other coordination meetings as required.
- c. Review and approve Requests for Information (RFI), catalog cuts, shop drawings, mock-ups, Contractor's construction procedure/practices, etc.
- d. Review and approve alternative construction procedures, material substitution, estimate, etc., for adherence to the approved construction schedule.
- e. Provide Specialized Engineering Services to resolve unanticipated field conditions uncovered during construction
- f. Review, interpret and provide documents to resolve design issues and /or disputes
- g. Identify, review and verify Contractor's change orders including detailed cost estimate.
- h. Assist in preparing the As-built drawings, Punch List and Contract Close-out procedure.
- i. Inspect the portion of the bridge open to pedestrian traffic and issue flag report, as well as repair procedures, as required

More detailed requirements for this phase are set forth in Section V.

#### **IV. GENERAL REQUIREMENTS AND PROJECT COORDINATION**

Throughout all phases of the contract, the Consultant shall be responsible for providing the services set forth below on a continuous basis. All costs for such services are deemed included in the Design Fee, or, if applicable, the All Inclusive Hourly Rates for Additional Professional Services.

##### **A. General:**

1. The Consultant shall perform all design services using International System (metric) units of measurement.

##### **B. Progress Reports:**

1. The Consultant shall prepare and submit a detailed initial Progress Report at the Start-up meeting for approval by the Commissioner for the project bridge(s). The Progress Report shall include, but not limited to, Bar Charts, written text, listing of contract drawings showing the estimated percent of completion for each drawing, etc.
2. The Consultant shall prepare and submit a Bar Chart that is in accordance with the Contract Schedule set forth in Exhibit D. The Bar Chart shall include, but not be limited to, the following: target dates for completion of In-depth Inspection, Field Survey, Concrete Coring and/or Steel Sampling (if required), Soil Investigation Programs; submission dates for Draft Bridge Reconstruction Project Report, Final Bridge Reconstruction Project Report, Draft Preliminary Drawings, Approved Preliminary Drawings; Advanced Plans; Plans, Specifications & Estimate (PS&E), Construction Documents; ULURP completion date; a detailed listing of all tasks, sub-tasks and milestones; the time necessary to complete the various tasks, sub-tasks and milestones; the interrelationship of milestones; the interrelationship and dependency of the various elements of the Bar Chart; and the critical path for the project bridge(s).
3. DDC shall establish an Anniversary Date and Reporting Period for the submission of the Monthly Progress Reports. The date of the advice of award may be used as the Anniversary Date. The reporting Period shall be from the monthly Anniversary date to one day prior to the next Anniversary Date.

4. The Consultant shall submit Monthly Progress Report on a monthly "Anniversary Date" basis to the Commissioner for approval, no later than two (2) working days following the close of the reporting period.
5. In this Monthly Progress Report, the Consultant shall analyze the Project's progress as it relates to the approved Schedule Bar Chart. Additionally, the Monthly Progress Report shall include, but not be limited to, the following: actual time used for each tasks; changes in targeted completion dates for the various tasks; the reasons for any delays in the targeted completion dates; the need and justification for any extensions of time; a narrative description of the work performed during the reporting period; a narrative description of the work projected for the next reporting period; a list of contract drawings showing the estimated percent of completion of each drawing; and a revised work plan which reflects the Project's current status at the end of the instant reporting period. All contract times and extensions of time (if any) shall be indicated.

**C. Meetings and Coordination:**

1. The Consultant shall schedule, coordinate and participate/function as Chairperson at all meetings held during the progress of the contract, including any/all required follow-up meetings and/or actions.
2. The Consultant shall prepare draft and final minutes for all required meetings and conferences. The draft minutes shall be prepared and distributed to the DDC Project Manager, Engineer and affected parties within two (2) business days of the meeting. Upon receiving comments on the draft minutes, the Consultant shall revise the minutes, as appropriate, and shall distribute final minutes of meeting within five (5) business days.
3. The Consultant shall prepare and distribute all necessary correspondence as directed by the Commissioner.

**D. Public and Private Utilities:**

1. Any utility owned and/or maintained by the City of New York or any of its agency (e.g. watermain, sewer line, street lighting, traffic signals, fire department cables, etc), is defined as Public Utility.
2. Any utility, which is not owned and/or maintained by the City of New York or any of its agency (e.g. gas main, Con Edison electric lines, telephone lines, fiber- optic lines, cable services, etc), is defined as Private Utility.
3. The consultant shall clearly identify the location and ownership of all utilities, public as well private, existing or proposed, within the project limits.
4. The Consultant shall coordinate and meet with the public and private utilities to obtain their requirements at the onset of the project. The Consultant shall identify, coordinate and resolve all requirements, conditions and issues presented by affected utilities.
5. The Consultant shall provide all design services (and associated tasks) required by the public utilities. The design services shall include, but not be limited to: the maintenance of existing utility services during construction; relocation of existing utility, new utility installation and supports; construction details, plans, specifications and estimates; etc. All costs for design services to be provided by the Consultant for the public utilities are deemed included in the Design Fee.
6. Design services for the private utilities may be provided in one of the following manners to prepare utility documents. The Consultant shall include these utility documents in the Construction Documents.

- a. The Consultant may enter into an independent fee agreement with the respective private utility to provide all design services (and associated tasks) required by the private utility. The design services shall include, but not be limited to: the maintenance of existing utility services during construction; relocation of existing utility; new utility installation and supports; construction details, plans, specifications and estimates; etc.
  - b. The private utility may perform its own design services. In that event, the utility shall prepare utility documents (plans, specifications, estimates, etc.) and submit them to the Consultant. The Consultant shall review these documents and provide appropriate recommendations. All costs for such services to be provided by the Consultant are deemed included in the Design Fee.
7. The Consultant shall obtain timely approval letters from all affected public and private utilities prior to the finalization of the Construction Documents.

**E. Permits:**

1. Permits may be required from the impacted agencies during the design and/or construction. The impacted agencies may include, but not limited to: Army Corps of Engineers, Coast Guard, NYSDEC, DPR (for tree removal, planting and tree mitigation requirements), DOT, etc.
2. The Consultant shall start the permit application process as early as possible, complete and process the permit applications and ensure that necessary permits are obtained during the design phase for the completion of the design work.
3. The Consultant shall clearly identify in the Construction Documents any permits that the Contractor shall be required to obtain for the completion of the project, and to ensure that the Construction Documents provide for complying with the permit requirements.
4. All costs for such services to be provided by the Consultant are deemed included in the Design Fee the application fees and permit fees shall be considered Reimbursable Expenses and shall be paid in accordance with Article 6 & 7 of this contract.

**F. Hazardous Materials:**

1. The Consultant shall clearly identify during the design phase if hazardous materials (asbestos, lead-based paint contaminated soil, contaminated water, etc) exist within the project limits.
2. The Consultant shall perform sampling and testing program to identify the contaminated materials (asbestos, leads-based paint, contaminated soil, contaminated water, etc.) as required.
3. The Consultant shall retain the services of a qualified contractor to obtain the samples, as well as the services of a qualified testing laboratory to perform the tests on the samples. All such services shall be in compliance with all applicable City/State/Federal regulations and requirements.
4. All costs for services of a qualified contractor and qualified testing laboratory shall be considered Additional Professional Services and /or Reimbursable Services and will be provided at the written direction of the Commissioner. Additional Professional Services and Reimbursable Services are described in Article 6 & 7 of the Contract.
5. The Consultant shall include methods of handling and disposing off the hazardous materials in the Construction Documents. Such methods shall comply with all applicable City/State/Federal regulations and requirements.

**G. Environmental Services:**

1. Services such as preparation of Environmental Impact Statement (EIS), Environmental Assessment Study (EAS), Land Use Assessment (Uniform Land Use Review Procedure (ULURP), Section 4f Evaluation.), etc. are considered Environmental services.
2. Such services shall be considered Additional Professional Services and will be provided at the written direction of the Commissioner. Additional Professional Services are described in Article 6 & 7 of the Contract.

**V. DETAILED REQUIREMENTS**

This section sets forth detailed requirements for each phase described in Section III, General Approach.

**A. Schematic Design – Detailed Requirements:**

**1. Research and Collection of record data:**

- a. The Consultant shall research, assemble and review all available record data (existing plans, specifications, as-built drawings, reports, designs, surveys, maps, maintenance records, traffic counts, alignment maps, construction photographs, accident records, etc) including the latest DOT and NYSDOT Bridge Inspection and Condition Reports and Bridge Inventory Listing for the project bridge(s).
- b. The Consultant shall determine the location of such available record data; obtain a copy from the appropriate Agency/Department, put them in chronological order and inventory as per DOT specifications. The Consultant shall submit a copy to the Commissioner.
- c. The Consultant shall review all available record data and coordinate/reconcile this data with the existing conditions of the project bridge(s) as identified through the Consultant's Condition Inspection and field survey.
- d. The Consultant shall obtain, and become familiar with, all applicable Departmental Design Directives, Standard Details, Administrative Procedural Bulletins and guidelines for the prosecution of the work/services under the various elements of the project. These shall include, but not be limited to, the latest editions (including all amendments) of the following manuals published by the New York City Department of Transportation (NYCDOT), the New York State Department of Transportation (NYSDOT), American Association of State Highway and Transportation Officials (AASHTO) and Federal Highway Administration (FHWA).

NYCDOT Procedures for Bridge Reconstruction Project Report (updated January 2004) including:

- Appendix A: BRPR Format and Requirements
- Appendix B: Substandard Features Checklist
- Appendix C: Presentation of Ratings
- Appendix D: In-Depth Inspection Form and Bridge Inspection & Condition Report
- Appendix E: Preliminary Plan Review Checklist
- Appendix F: Field Survey Requirements

NYCDOT Requirements for the Preparation of Engineering Drawings and Documents, Section 1A  
NYCDOT Requirements for Microfilming of Engineering Drawings and Documents, Section 2B&2C  
NYCDOT Detailed Instructions for the Computerized Indexing of Engineering Drawings and Documents for Microfilming, Section 3  
NYCDOT Street Lighting Standards  
NYCDOT Uniform Land Use Review Procedure  
NYC Specifications for Title Examinations and Reports on Street/Railroad Intersections  
NYC Specifications for Title Examinations and Reports on Privately Owned Tax Lots  
NYCDEP Water Supply and Sewer Standards

Electric Code of the City of New York  
 National Electric Code  
 NYSDOT Engineering Bulletins and Engineering Instructions  
 NYSDOT Highway Design Manual, Volumes 1 and 2  
 NYSDOT Standard Specifications  
 NYSDOT Steel Construction Manual  
 NYSDOT Geometric Design Policy for Bridges  
 NYSDOT Prestressed Concrete Construction Manual  
 NYSDOT Manual of Uniform Traffic Control Devices  
 NYSDOT Uniform Code of Bridge Inspection  
 NYSDOT Bridge Inspection Manual  
 NYSDOT Bridge Inventory and Inspection System Manual  
 NYSDOT Specifications For In-Depth Bridge Inspection  
 NYSDOT Engineering Instructions for Load Ratings  
 NYSDOT Bridge Deck Evaluation Procedure Manual  
 NYSDOT Standard Detail for Highway Bridges, Bridge Design Data Sheets and Guideline Drawings  
 NYSDOT Right of Way Mapping Procedure Manual  
 NYSDOT Manual of Administrative Procedure (MAP)  
 NYSDOT Interim Guide to Metric Design  
 NYSDOT Metric Conversion Guidelines, Structures Division  
 AASHTO Standard Specifications for Highway Bridges, as amended by NYSDOT  
 AASHTO Manual for Condition Evaluation of Bridges  
 AASHTO Guide for the Development of Bicycle Facilities  
 AASHTO Guide to Metric Conversion  
 AISC Metric Properties of Structural Shapes  
 ASTM Standard Specifications  
 FHWA Seismic Design and Retrofit Manual for Highway Bridges  
 FHWA Seismic Retrofitting Guidelines for Highway Bridges

**2. Site Inspection/Access:**

- a. Where the plans are not available, the Consultant shall take necessary field measurements of the existing project bridge(s) as required.
- b. The Consultant shall interview DOT Maintenance, Inspection, and Engineering personnel, as appropriate, for gaining access to the project bridge site(s) and perform the required services.
- c. The Consultant shall interview additional affected parties, including governmental and non-governmental personnel, as directed by the Commissioner, to determine if the project will impact on their activities and to ascertain all existing concerns, issues, problems and programs directly related to the project bridge(s). The Consultant shall fully coordinate all activities with all Federal/State/City Agencies, public/private utilities or organized groups, which in the opinion of the Commissioner and/or the Consultant are necessary for the development of fully coordinated Construction Documents.
- d. The Consultant shall coordinate all fieldwork required (Field Survey, Bridge Condition Inspection, Soil Investigation, etc.) to minimize the impact on the traveling public and the community.

**B. Design Development – Detailed Requirements**

Under Design Development phase, the Consultant shall perform the Field Survey, perform Bridge Condition Inspection, prepare Bridge Condition Inspection Report (BCIR), perform Soil Investigation Program, prepare Preliminary Design, etc., including, the following major tasks & services for the project bridge(s) without limitations:

- 1. Field Survey:** The Consultant shall perform a Field Survey in accordance with DOT Procedures for Bridge Reconstruction Project Report. A New York State Licensed Land Surveyor shall perform the Field Survey. The Consultant shall determine the survey limits such that it meets the requirements of the Contract and encompasses

the limits of "Schematic Design". The survey limits, at a minimum, shall extend at least 100 meters on either side of the bridge in longitudinal direction and 30 meters on either side of the bridge fascias in the transverse direction. The Consultant shall prepare and submit the plotted survey to the Commissioner.

2. **Bridge Condition Inspection Report (BCIR):** The Consultant shall perform a Bridge Condition Inspection in accordance with the NYSDOT Uniform Code of Bridge Inspection and NYSDOT Specifications For In-Depth Bridge Inspection. The Consultant shall prepare a Bridge Condition Inspection Report (BCIR) for each project bridge, in accordance with the latest edition of the NYCDOT Procedures for Bridge Reconstruction Project Report. The purpose of the BCIR is to record and document the condition of the existing project bridge. The BCIR shall include schematic plan, cross section and elevation, to scale, showing general configuration of the existing project bridge. The BCIR shall include the following:

- a. **Preparation for Bridge Condition Inspection:**

- i. The Consultant shall develop and prepare a Maintenance and Protection of Traffic (MPT) plan(s) (addressing vehicular, rail, waterway and pedestrian traffic) for the Bridge Condition Inspection, Field Survey, Soil Investigation Program, etc. The Consultant shall coordinate with the NYCDOT - Office of Construction Mitigation and Coordination (OCMC) and other appropriate parties (Railroad, Coast Guard, etc.) on the proposed MPT plan(s). The Consultant shall obtain all required approvals, permits and working hours from all affected agencies prior to the commencement of the work. It may be necessary to work off peak hours and weekends.
- ii. Where the bridge is located over a Railroad, Force Account labor is required during the inspection. The Consultant shall enter into a Force Account Agreement, if required, with the Railroad entity and obtain necessary Force Account labor, insurance and entry permits. The Consultant shall obtain approval of such force account from the Commissioner prior to the commencement of the work. The railroad is only entitled to receive payment for days when flagmen were at the site together with the Consultant. The Consultant shall ensure that payment to the railroad is appropriately made. Such services, if required, shall be considered "Reimbursable Services" in accordance with Article 6 and 7 of this Contract.

- b. **Performance of Bridge Condition Inspection:**

- i. The Consultant shall provide and install necessary traffic controls as per the approved MPT plan and as required/stipulated by OCMC to close those lanes/sections of the bridge/roadway needed to perform the Bridge Condition Inspection/Field Survey.
- ii. Where inspection is performed over water or railroad tracks, the Consultant shall set up additional traffic controls as directed by the affected Agency and/or Railroad.
- iii. Upon completion of the inspection, all temporary equipment shall be removed and the site left in a neat and orderly manner.

- c. **Bridge Deck Evaluation Report:**

The Consultant shall prepare Bridge Deck Evaluation report in accordance with the latest NYCDOT "Procedures for Bridge Reconstruction Project Report."

- d. **Flagged Conditions:**

- i. The Consultant shall immediately inform the NYCDOT Director of Flags and the DDC Project Manager of any unsafe and/or flagged conditions found during the course of the inspection.

- ii. Such information shall be communicated immediately by telephone followed by written notification to the NYCDOT Director of Flags and the DDC Project Manager. Written notification shall include drawings showing the location(s) of the condition(s) and recommended repair and/or support details; photos of the condition(s) and load ratings of the affected structural member(s).

**e. Traffic Data Review:**

- i. The Consultant shall obtain traffic data from NYCDOT - OCMC. The data shall include, but not limited to, the daily as well as hourly volume of pedestrians and vehicular traffic, both on and under the bridge in each of the travel directions.
- ii. The Consultant shall obtain the functional classification from the NYCDOT to be utilized in determining/analyzing applicable geometric and substandard features.

**f. Substandard Features:**

The Consultant shall prepare a Substandard Features Checklist in accordance with the latest NYCDOT "Procedures for Bridge Reconstruction Project Report" (BRPR). At a minimum, the Substandard Features Checklist shall show what the standard features should be and the appropriate reference from which it is obtained, what are the components of the existing features and what action is proposed.

**g. Hazardous Materials:**

The Consultant shall prepare the Statements of Hazardous Material (Asbestos, Lead Paint, contaminated soil, contaminated water, etc.) in accordance with the latest edition of the NYCDOT Procedures for Bridge Reconstruction Project Report. In the Contract Bid Documents, the Consultant shall specify the methods and procedures for handling, removing, storage and disposal of each hazardous material, in compliance with the Federal/State/City regulations.

**h. Plans and Sections of the existing bridge structure:**

The Consultant shall prepare schematic plans, elevations and cross sections, to scale, for existing bridge structure, approach roadways, etc. including all impacted utilities. If existing plans are not available, the Consultant shall take sufficient field measurements to prepare schematic plans, elevations and cross sections of the existing bridge. However, detailed measurements are not required.

**i. Planning Statements:**

The Consultant shall obtain Planning statements as directed by the Commissioner and in accordance with the latest NYCDOT Procedures for Bridge Reconstruction Project Report. The Consultant shall submit all planning statements to the Commissioner in the form of a report and shall account for and coordinate with current and future projects in the vicinity of the bridge project(s).

**j. Maintenance and Protection of Traffic (MPT) Plans:**

The Consultant shall prepare Maintenance and Protection of Traffic (MPT) Plans for the proposed reconstruction scheme as directed by the Commissioner and in accordance with the latest NYCDOT Procedures for Bridge Reconstruction Project Report. The Consultant shall take into account the impact on pedestrian and vehicular traffic (including railroad and waterway traffic, if any), impact on the community, access and the staging for the reconstruction of the project bridge(s).

**k. Soils Investigation Program:**

The Consultant shall research and review the available subsurface data and determine the need for additional Soils Investigation for seismic design and foundation design. If required the Consultant shall submit a scope and cost proposal for a Soils Investigation Program, in compliance with all applicable City/State/Federal regulations, and obtain approval from the Commissioner, prior to the submittal of the Draft BCIR. The Soils Investigation Program, if required shall be considered “Reimbursable Services”. See Article 6 and 7 for details.

**i. The Soil Investigation Program:** The Soil Investigation Program if required and approved by the Commissioner, shall be as defined below:

- a. The Consultant shall submit the Soils Investigation Program(s) and related specifications to the Commissioner for approval. The Consultant shall obtain all necessary information regarding local geology and seismicity to satisfy the seismic and foundation preliminary design aspects for proposed reconstruction/replacement schemes.
- b. Soils Investigation program shall include subsurface exploration. The Program submittal(s) shall describe the locations, types, methods and purposes of the samples to be collected and tests to be performed.
- c. The Consultant shall retain the services of a qualified Soils Investigation contractor to obtain the required soils samples, to conduct on-site testing and install geotechnical instrumentation.
- d. The Consultant shall retain the services of a qualified testing laboratory to perform the approved tests on the samples collected.

**ii. Geotechnical Foundation Report**

- a. The Consultant shall compile the findings of the Soils Investigation Program and prepare a Geotechnical Foundation Report. The report shall include the subsurface exploration results, geotechnical design parameters for various subsurface materials, soil profile(s), design analysis, evaluation and recommendations/requirements for Foundation Design. The report shall be submitted to the Commissioner.
- b. Prior to the start of Preliminary Design, the Consultant shall submit to the Commissioner proposed design criteria for approval; wherein such criteria shall include, but not be limited to, the materials (including grade and type), allowable stresses for proposed foundation and bridge elements.

**l. Seismic Design:**

- i. The Consultant shall design the proposed bridge for conformance to seismic requirements as specified in City/State/Federal guidelines and standards. All New York City bridges are considered to be essential.
- ii. If the project bridge spans over a designated “emergency evacuation route”, the bridge shall be designed as a “critical” bridge.
- iii. The proposed reconstruction alternative for the project bridge shall include seismic retrofitting as required.

**m. Land Use Assessment:**

- i. The Consultant shall perform the following to determine whether temporary and/or permanent easements, and/or acquisitions, and/or a Uniform Land Use Review Procedure (ULURP) will be required for construction (including staging and access) and maintenance purposes. The consultant shall also identify any existing encroachments.
  - a. The collection, research and review of all pertinent data (existing and legal grades, mapped R.O.W. lines, etc.), including obtaining of supplemental survey data, relative to the project, as well as to the map change, the limits of which may extend beyond the limits of the project.
  - b. Last owner title search of parcels adjacent to bridge and approaches, (i.e. alignment, grades, easements, etc.).
  - c. For publicly owned parcels, the Consultant shall determine agency that has ownership or jurisdiction and determine whether a Section 4f Evaluation is required (see FHWA Technical Advisory T 6640.8A). If required, the Consultant shall follow the requirements as outlined in this advisory. Procedures for Section 4f shall be considered “Additional Professional services” in accordance with Article 6 of this Contract.
  - d. Prepare R.O.W. plans (strip map) showing legally adopted street lines (as shown on final section and/or the latest alteration maps) existing topography, property lines, highway boundaries, survey monuments, etc. Baselines shall be tied to the bridge elements Property owner’s names and block & lot numbers shall be shown together with existing easements and rights of way and total acreages of property. All means of access to the property shall be shown.
  - e. The R.O.W. plan and findings of the Land Use Assessment shall be included/discussed in a separate report prior to preparation of the Draft Preliminary Plans.
- ii. In the event, it is determined that the ULURP and or Section 4f procedure is required, the Consultant shall submit a scope of work and cost proposal for a ULURP and/or section 4f procedure to the Commissioner for approval Such services shall be considered “Additional Professional Services”. See Article 6 and 7 for details.

**n. Original Color Photos:**

The Consultant shall take sufficient color photographs during Field Survey, Bridge Condition Inspection, MPT installation and removal, Soil Investigation Program as well as other activities deemed appropriate by the Consultant and/or the Commissioner. The Consultant shall provide original color photographs in the Bridge Condition Inspection Report (and other reports as described in these specific requirements) in accordance with the latest NYCDOT “Procedure for Bridge Reconstruction Project Report”.

**o. Conclusions:**

The Consultant shall include a discussion of any reports which have been previously prepared on the condition of and/or any recommendations proposed for the bridge.

**3. Submission of Bridge Condition Inspection Report (BCIR):**

**a. Draft Bridge Condition Inspection Report (BCIR):**

The Consultant shall submit six (6) copies of the Draft Bridge Condition Inspection Reports, which shall incorporate all of the above items. The Consultant shall coordinate all comments and respond/incorporate them into the Final BCIR(s).

**b. Final Bridge Condition Inspection Report (BCIR):**

The Consultant shall submit six (6) copies of the Final Bridge Condition Inspection Report to the Commissioner for approval as per Exhibit D, Contract Schedule. The Consultant shall also submit four (4) copies of the Final BCIR to the New York City Department of Records and Information Services, Acquisitions Unit.

**1. Preliminary Design:**

- a. Upon approval of the reconstruction scheme by the Commissioner, the Consultant shall prepare Preliminary Design, based on the approved scheme for either reconstructing or replacing the project bridge.
- b. Prior to the commencement of the Preliminary Design, the Consultant shall obtain approval of the proposed design criteria, wherein such criteria shall include, but not limited to, the materials (including the grade and type), allowable stresses for proposed bridge elements, etc. All members must be designed to meet the minimum requirements of AASHTO Guide for Pedestrian Bridges. The Consultant shall provide itemized estimate for the cost of construction.
- c. The Preliminary Design shall show sufficient details to ensure contractibility of the proposed scheme, including all existing and proposed utilities and seismic retrofitting; show the architectural and site design elements; provide a lighting design; acquaint affected parties with the project and project components; serve as an instrument for initial approval by affected parties; and serve as a basis for the development of the final Contract Bid Documents. Large-scale partial cross sections showing dimensions between utilities and structural members shall be provided for both the existing and proposed conditions. In addition, the Consultant shall provide detailed MPT drawings. The Preliminary Design shall also include a separate detailed Right-of-Way plan and itemized scope of work. The submission shall also include an up to date itemized cost estimate.
- d. The site area affected by proposed bridge work shall be provided with site design drawings that include; site grading and drainage plans; site materials and pavements layout plans; site lighting plans; site planting plans; site work details (including, but not limited to pavements, curbs, walls, site furnishings, plantings lighting, etc.) and any required sections and elevations. Associated site design specifications and cost estimates will also be required.
- e. The Consultant shall submit six (6) sets of the Draft Preliminary Design to the Commissioner for review. The Consultant shall incorporate all comments received from the Commissioner and resubmit the revised Preliminary Design to the Commissioner for approval.
- f. The Consultant shall submit required sets of the Preliminary Design to all other affected agencies (written receipts required), as determined by the Commissioner, for their review. An All-Agency Conference and a separate OCMC meeting shall subsequently be held to receive their comments. All comments as approved by the Commissioner shall be incorporated into the Preliminary Design.
- g. The Consultant shall submit six (6) sets of the approved Preliminary Design to the Commissioner as per Exhibit D, Contract Schedule.
- h. Construction Duration Analysis: During the course of the Preliminary Design, the Consultant shall evaluate the construction methodology and its duration so as to minimize the impact on the community. The Consultant shall evaluate impact on vehicular traffic; public safety; the community (quality of life, businesses, pedestrians, etc.); program needs (scheduling of other

affected projects, etc.); other means of transportation (railroad, waterway, etc.); the project's complexity; coordination with others (railroads, utilities, etc.); etc. The consultant shall ensure that the project bridge is constructed in the shortest possible time and with minimal impact to the community.

### **C. Contract Bid Documents – Additional Requirements:**

Under Contract Bid Document phase, the consultant shall prepare Advanced Plans submission, Plans, Specifications and Estimate (PS&E) submission and Contract Bid Documents submission. The Consultant shall provide the following major tasks & services for the project bridge(s) during this phase, without limitations:

#### **1. Preparation of Advanced Plans:**

- a. The Consultant shall prepare Advanced Plans submission, including plans (plans, elevations, sections, profiles, details, etc.), specification books, special specifications and itemized estimates.
- b. The Consultant shall develop Advanced Plans based on the approved Preliminary Design and shall include the following requirements:
  - i. The Consultant shall make the best efforts to eliminate (or improvement, at a minimum) all substandard features for the proposed project bridge(s). In the event, the proposed project bridge retains substandard feature, the Consultant shall submit a separate written justification for each substandard feature documenting the reasons for retaining the feature. In addition, the Consultant shall submit a separate written justification documenting the reasons for merely improving a substandard feature, as opposed to fully eliminating the substandard feature. Reasons for retention or improvement shall be supported by an accident study, cost of eliminating substandard feature, traffic study, environmental impact, etc.
  - ii. The project bridge(s) shall be coordinated with any adjacent public/private agency projects currently anticipated.
  - iii. The incorporation of all work proposed by public agencies (utilities, railroads, etc.) and as concurred by the NYCDDC/NYCDOT.
  - iv. All deficient conditions noted in the BCIR, and any commented on by the NYCDDC/NYCDOT during the course of the Preliminary Design shall be addressed in the Advanced Plans to the satisfaction of the Commissioner and in compliance with standard design requirements.

#### **c. Maintenance and Protection of Traffic:**

The consultant shall further develop and include detailed Maintenance & Protection of Traffic (MPT) plans in the Advanced Plan submission. The approved Preliminary Design shall be used as the initial basis for the MPT plans. The Consultant shall incorporate all approved changes into the MPT plans due to involvement of impacted agencies.

#### **d. Suggested Construction Schedule:**

- i. The Consultant shall prepare and submit a basic suggested construction schedule, in the form of a Bar Chart, together with the Advance Plans submission. The construction schedule shall enumerate all major pertinent construction tasks and shall take railroad or other restrictions into account.
- ii. The Consultant shall subsequently forward the schedule to the railroad for its review and obtain the Railroad License Agreement (Force Account) cost estimate.

- iii. The construction schedule shall graphically show the major activities necessary to complete the work, and the sequence in which each activity is to be accomplished as planned by the Consultant and in accordance with current construction practices. The construction schedule shall take into account, at a minimum: Procurement, fabrication and delivery of equipment and special materials; Holiday shutdown – and interdependence; Railroad activities; Maintenance and Protection of Traffic work; Utility work; etc.
- iv. The Consultant shall revise, update and resubmit his construction schedule for final approval as required by the Commissioner.

**e. Special Specifications:**

- i. The Consultant shall prepare Special Specifications and submit them as early as possible for approval by the Commissioner. Special Specifications shall be required if the latest issue of NYCDOT and NYSDOT Standard Specifications with current additions and modifications, including any Engineering Instruction (E.I.) and State Special Specifications ( as per the current NYSDOT Control Report), does not cover particular items included in the scope(s) of work of the subject bridge(s).
- ii. The Consultant shall use State Standard and Special Specification items. If State Specifications are not applicable, the Consultant may use existing NYC approved special specification items, which will be supplied by the Commissioner. It shall be the Consultant's responsibility to convert State Special and NYC approved specification items from English to SI (metric) units.
- iii. The procedure for preparing and obtaining approval for new special NYC special specifications shall include the following:
  - (a) After determining that there are no current applicable State or City Specifications, the Consultant shall prepare any special specifications required and shall submit them for approval to the Commissioner and all affected parties.
  - (b) After approval by all affected parties and the Commissioner, the item numbers will be assigned. The Consultant shall then incorporate the special specifications into the Specification Books of the Contract Bid Documents.

**f. Specification Book(s):**

- i. The Consultant shall prepare and assemble the Specification Book(s), which shall include the proposal for Bids, Bid Agreement and Specifications in accordance with the Department's standard format and requirements. This task shall include all necessary work such as preparation of the Bid Schedule and Special Provisions; all technical items; preparing proposal pages; and assembling the Specification Book(s).
- ii. Advanced Plans submission drawings: All drawings shall be prepared in accordance with the latest NYCDOT Requirements for the Preparation of Engineering Drawings and Documents, Section 1A.

**2. All Agency Conference:**

- a. When the Advanced Plans are at about 85% completion level, the consultant shall submit three (3) sets of the Advanced Plans to the Commissioner for review. The purpose of this review shall be to determine the adequacy of the information presented in the documents for the review by all affected City and non-City agencies.

- b. After approval by the Commissioner, the Consultant shall submit sets of the Advanced Plans submission for the project bridge(s) to all affected agencies (written receipts required), for their review.
- c. As directed by the Commissioner, the Consultant shall schedule an All Agency Conference with all affected City and non-City agencies. The consultant shall also schedule a separate meeting with NYCDOT – OCMC to obtain final stipulations and approval of the MPT plans.
- d. All comments provided by the affected agencies and NYCDOT - OCMC shall be incorporated in to the Advanced Plans submission.

**3. Advanced Plans Submission:**

- a. The Consultant shall prepare the Advanced Plans submission for the project bridge(s), including plans, specification books, special specifications and itemized estimates, the completeness of which shall be not less than 90% of a Contract Bid Documents submission.
- b. The Advanced Plans submission shall be prepared in accordance with all applicable documents listed in this Contract. The consultant shall submit six (6) sets of Advanced Plans submission to the Commissioner for approval prior to being submitted to the other affected agencies. The Consultant shall incorporate all comments into the PS & E submission as approved by the Commissioner.
- c. Capital Project (CP) Estimate(s) submission:
  - i. The Consultant shall submit forty (40) required sets of the Capital Project Estimate(s) (itemized estimates) after the Advanced Plans Submission is approved. The Itemized Estimates shall be prepared in accordance with Departmental requirements and as follows:
    - a. On a "per item number" basis for the entire construction project, plus on an "individual bridge" basis for construction projects involving more than one bridge.
    - b. Separated by budget lines, on a "per item number" basis, for the entire construction project; and separated by budget lines on an "individual bridge" basis for construction projects involving more than one bridge.

**4. Preparation of Plans, Specifications and Estimate (PS&E) Submission:**

- a. The Consultant shall prepare and submit the PS&E submission (including plans, specification book(s), and itemized estimate(s)) for the project bridge(s), the completeness of which shall be not less than 100% of a Contract Bid Document submission.
- b. The Consultant shall incorporate all comments made by all City and non-City agencies on the Advanced Plan Submission, as approved by the Commissioner, into the PS & E Submission.
- c. The Consultant shall submit the PS & E Submission to all affected parties for review, as directed by the Commissioner. The specification book(s), including the special specifications and the itemized estimate(s) shall be submitted for review and approval.

**5. The Contract Bid Documents Submission:**

Upon the approval of the PS & E submission, the Consultant shall hand-deliver to the Commissioner the following:

- i. One original and required number of copies of half size and full size sets of bound paper prints of the Contract Plans for the project bridge(s). Printing shall be one-sided.

- ii. One original and required number of copies of the Itemized Estimate, including the City agency budget code breakdown(s), for each of the project bridge(s).
- iii. One original and unbound complete specification book(s), collated, with boilerplate. Printing shall be one-sided.

**D. Bidding and Bid Analysis - Additional Requirements:**

The Consultant shall attend public bid letting, prepare bid tabulation, provide bid analysis, bid recommendation, microfilming and indexing services, and delivery of contract document records, without limitations.

**a. Bidding and Bid Analysis:**

- i. The Consultant shall obtain a copy of the Invitation to bid at the commencement of the bidding period for the construction contract.
- ii. The Consultant shall provide, to the satisfaction of the Commissioner, all services required during the bidding period in order to ensure that questions from prospective bidders are answered in a uniform/timely fashion, including attending the Pre-Bid Meeting(s).
- iii. During the bidding period, the Commissioner shall make known to the Consultant, and the Consultant shall make known to the Commissioner, any ambiguities or inconsistencies in the Bid Documents. The Consultant shall investigate all such problems and shall deliver to the Commissioner an analysis and/or recommendation concerning the resolution of all such problems.
- iv. Where the Commissioner deems that an Addendum to the Contract Bid Document is necessary, the Consultant shall prepare and hand-deliver said Addendum to the Commissioner within twenty-four (24) hours of notification and shall notify and deliver via overnight mail and/or FAX machine a copy of the addenda to all prospective bidders immediately upon receiving direction to do so from the Commissioner.
- v. The Consultant shall attend the opening of bids and commence the review and analysis of the bids in accordance with currently applicable Departmental Standards. In general, this shall include the reviewing of the computer printout of the submitted bids, the analyzing of unit prices and lump sum items to determine the appropriateness of costs with respect to the associated work items, the determining of apparent unbalanced and penny-bid items, the checking of item quantities as directed, and the re-checking of quantities and lump sum items for low bid items that are 15% or more above the Consultant's Estimate. If required, the Consultant shall prepare a "Case II" or a "Savings" analysis, whichever applies, in accordance with the latest NYSDOT procedures.
- vi. The Consultant shall formally recommend to the Department, within twenty-four (24) hours of the receipt of the bid tabulation, an acceptable low bidder.
- vii. Within forty-eight (48) hours of the receipt of the bid tabulation, the Consultant shall submit comments on the reviewed computer printout of the submitted bids, in accordance with currently applicable Departmental Procedures.

**b. Microfilming and Indexing:**

- i. The Consultant shall assemble all appropriate project documents and microfilm the said documents and prepare Computerized Index in accordance with the latest requirements of NYCDOT Specifications for the preparation of Record Drawings, Indices, Microfilms and CD Media". This shall include, but not be limited to, the following:
  - (a) The Consultant shall Microfilm and Index all Contract Documents and back-up information, as prepared and compiled in connection with this Project, including the existing Plans and all

survey documents, in accordance with currently applicable Departmental Standards and Procedures.

- (b) The Consultant shall provide a computerized index, which shall be a chronological listing, including an abstract of document content for the central project file, said Index to be incorporated into the microfilm presentation.
  - (c) All records shall be kept in a complete, comprehensively indexed central project file, which the Consultant shall maintain. This file shall contain all letters, reports, minutes, files notes, sketches, computations, telephone messages, diaries, surveys, marked-up drawings, worksheets, data, research records, computer outputs, payments, problem reports, applications, renderings, and permits. Additionally, the central project file shall be kept in a format in accordance with currently applicable Departmental Standards and Procedures, which in general shall mean a format, which shall facilitate the indexing of the required records.
- ii. In conjunction with the Uniform Code of Bridge Inspection, the Consultant shall prepare the NYSDOT's Level I Load Rating Summary, Level II Load Rating input forms, and update the Bridge Inventory Sheets for the reconstructed bridge (as per the design shown in the Contract Bid Documents submission).
  - iii. The Consultant shall submit these items (Level I Load Rating Summary, the Level II Load Rating input forms, and Updated Bridge Inventory Sheets) to the NYSDOT's Region 11 Bridge Planning and Management Group, and send copies to the Department.

**c. Final Contract Document Records:**

The Consultant shall hand deliver the following Final Contract Document Records to the Commissioner after the Bid Analysis, Microfilming and Indexing are complete and in accordance with the time of completion schedule of this contract:

- i. The complete set of original (Permanent) Final Contract Bid Documents for the Project Bridge(s). These documents shall include plans, specification book(s) (including special specifications, proposal for bids, bid agreement) and itemized estimate(s). In addition, if any drawings were prepared using CADD, the Consultant shall also submit to the Department two (2) copies of the CADD diskettes.
- ii. All project files, including but not limited to CADD files, microfilm, and index of project files.
- iii. Original design calculations and Bridge Load Ratings. The submission of computerized calculations must include, but is not limited to, diskettes and written details of all programming information and results.
- iv. Originals/copies of all correspondence and data pertinent to the project. All correspondence shall be numbered, bound, and submitted with a typed index.
- v. The Consultant's certification that all applicable Departmental Standards, Directions, Rules, Regulations, and Guidelines have been conformed to.
- vi. All materials shall be packaged and delivered to the Commissioner in temporary file-type cartons together with a typed index.
- vii. This submission shall be subject to Departmental review and approval.

**E. Construction Support Services:**

The consultant shall perform the following major tasks and services for the project bridge(s) during Construction Support Services phase, without limitations:

1. The Consultant shall provide, as directed by the commissioner, Shop Drawing Review Services, Specialized Engineering Services, and Design Services in accordance with the Contract Documents and the Referenced Design Specifications 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 situation warrants, the Consultant shall reduce his work force appropriately or as directed by the Commissioner.
2. The Shop Drawing Review Services shall include review and approval of all shop drawings, review and concurrence on any calculations submitted by the contractor, required by the contract documents or the Commissioner. The Shop Drawing Review Services shall also include the review and approval of Request for Information (RFI), Material substitution, review of alternate method of construction as proposed by the contractor, etc. Shop Drawings shall be reviewed for their conformance with the Contract Documents and any changes to the details or specifications as approved by the NYCDOT. The Consultant shall appropriately stamp all reviewed shop drawings indicating "designations of acceptance" which conform to the contract documents and as approved by the Commissioner. Processing of Shop Drawings shall comply with directions given by the Commissioner. The Consultant may be required to coordinate his Shop Drawing review with other agencies as required by the contract documents or agencies as designated by the Commissioner.
3. All drawings prepared by the Contractor (including Sub-Contractors, Fabricators, Manufacturers, Erectors, etc.) to facilitate construction as required by the Contract Documents shall be termed Shop Drawings. Such Shop Drawings shall include, but not be limited to the following:
  - a. Structural Steel Drawings
  - b. Prestressed/Precast Concrete Drawings
  - c. Shop/Plant Repair Procedures and Drawings
  - d. Heat Curving/Cambering Drawings
  - e. Erection and Transportation Drawings
  - f. Expansion Joint System Drawings
  - g. Steel Reinforcement Drawings
  - h. Bridge Railing Drawings
  - i. Bridge Bearing Drawings
  - j. Temporary Jacking and/or Shoring Drawings
  - k. Cofferdam/Sheeting Drawings
  - l. Demolition/Removal Drawings
  - m. Machinery Drawings/Catalog Cut
  - n. Electrical Drawings/Catalog Cut
4. The Consultant shall review the Contractor's Removal Plan to ascertain if they adequately identify and address safety conditions and that the demolition operations do not subject the structure to any stress in excess of the structures' ability to support.
5. The Consultant shall attend liaison, progress, coordination and other such meetings when required by the Department. When required by the Department, the Consultant shall analyze, review and provide recommendations on all changes in materials, design or proposed work, particularly as they may apply to "Alternative Methods" that is proposed by the Contractor.
6. Prior to commencement of work Shop Drawing Review and/or Erection Drawing Review Services, the Consultant shall submit to the Commissioner for review and approval, the names, grades, and experience of the personnel who it anticipates will be utilized for these services. In no event shall the Consultant perform Shop Drawing Review Services without prior written authorization by the Commissioner.
7. The Consultant shall provide Interim (Semi-Annual) Inspection of the portion of the project bridge(s) open to traffic as per Interim Inspection requirements.

8. The duration of Construction Support Services shall be as per Exhibit D.
9. The Consultant shall provide general construction support services as per Section III – General Approach, Sub-section E, Paragraph 5 – Construction Support Services of these specific requirements.

**EXHIBIT B -1**

**BACKGROUND INFORMATION**

**FOR CONTRACT NO. I**

In Connection With  
The Reconstruction of Six (6) Pedestrian  
Bridges in the Borough of Queens, The Bronx, and Manhattan

<b>Bridge Location</b>	<b>BIN</b>	<b>Borough</b>
<b>1. 55<sup>th</sup> Avenue Bridge over LIRR Main Line</b>	<b>2-24719-0</b>	<b>Queens</b>
<b>2. 94<sup>th</sup> Street Bridge over LIRR N. Side Division</b>	<b>2-24702-0</b>	<b>Queens</b>
<b>3. 167<sup>th</sup> Street Bridge over LIRR Port Washington Branch</b>	<b>7-70551-0</b>	<b>Queens</b>
<b>4. 71<sup>st</sup> Avenue/Cooper Avenue Bridge over LIRR</b>	<b>New Bridge</b>	<b>Queens</b>
<b>5. West 155<sup>th</sup> Street Bridge over Amtrak</b>	<b>2-24529-0</b>	<b>Manhattan</b>
<b>6. 204<sup>th</sup> Street Bridge over Metro-North (Harlem Line)</b>	<b>2-24125-9</b>	<b>The Bronx</b>

## **BACKGROUND INFORMATION:**

The following is the basic description of the existing project bridges included under Contract No. I.

### **1. 55<sup>th</sup> Ave Pedestrian Bridge over LIRR Main Line, BIN 2-24719-0, Queens**

The 55<sup>th</sup> Avenue Pedestrian Bridge is located above the LIRR main line between 85<sup>th</sup> Street and Haspel Street in Rego Park, Queens. The bridge crosses over two sets of LIRR tracks, eastbound and westbound and services pedestrians crossing the tracks. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1937 and has been in service since construction. The bridge is not accessible to disabled persons.

The 55<sup>th</sup> Avenue Pedestrian Bridge is a single span steel truss frame structure. This bridge has a span width of 3.05m(10') and an overall length of 29.9m(98'). The superstructure consists of a flat concrete deck with chain link fencing on either side of the deck. At either end of the bridge deck are concrete staircases with steel railings and fencing. The overhead clearance for the railroad (underclearance) is 6.22m(20'-5").

The substructure consists of two bents on concrete footings.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at ground level. There is no access to the railroad below, from this structure.

### **2. 94<sup>th</sup> Street Pedestrian Bridge over LIRR N. Side Division, BIN 2-24702-0, Queens**

The 94<sup>th</sup> Street Pedestrian Bridge is located above the LIRR Port Washington Branch between 44<sup>th</sup> Avenue and 45<sup>th</sup> Avenue in Elmhurst, Queens. The bridge crosses over three sets of LIRR tracks, eastbound, westbound, and an eastbound inactive spur track and services pedestrians crossing the tracks. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1920, rehabilitated in the 1980, and has been in service since construction. The bridge is not accessible to disabled persons.

The 94<sup>th</sup> Street Pedestrian Bridge is a single span steel girder structure. This bridge has a span of 2.03m(6'-8") and overall length of 14.6m(47'-11-1/2"). The superstructure consists of a flat concrete deck on steel floorbeams with a 1.22m(4'-0") high-curved chain link fence on top of the girders, on either side of the deck. At either end of the bridge deck are concrete staircases with steel railings. The overhead clearance for the railroad (underclearance) is 4.75m(15'-7").

The substructure consists of steel columns on concrete footings. The staircases are supported by two towers.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at ground level. There is no access to the railroad below, from this structure.

### **3. 167<sup>th</sup> Street Pedestrian Bridge over LIRR Port Washington Branch, BIN 7-70551-0, Queens**

The 167<sup>th</sup> Street Pedestrian Bridge is located above the LIRR Port Washington Branch between Station Road and Depot Road in Elmhurst, Queens. The bridge crosses over two sets of LIRR tracks, eastbound and westbound, and services pedestrians crossing the tracks. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1932 and has been in service since construction. The bridge is not accessible to disabled persons from Station Road.

The 167<sup>th</sup> Street Pedestrian Bridge is a three span steel girder and floorbeam system structure. This bridge has a span of 2.59m(8'-6") and an overall length of 16.9m(55'-4"). The superstructure consists of a flat concrete deck at the bottom of a 1.35m(4'-5") concrete encased girder on either side of the deck. At the south end of the bridge deck is a steel staircase with steel railings. The north end of the bridge structure meets at ground level with 2 steps to the bridge deck. The overhead clearance for the railroad (underclearance) is 6.25m(20'-6").

The substructure consists of steel column towers on concrete footings.

Access to the approaches from the surrounding area is provided by openings at the north and south end of the structure at ground level. There is no access to the railroad below, from this structure.

**4. 71<sup>st</sup> Avenue/Cooper Avenue over LIRR, no BIN, Queens**

Currently, there is no existing bridge structure at 71<sup>st</sup> Avenue and Cooper Avenue in Bayside, Queens.

**5. West 155<sup>th</sup> Street Bridge over Amtrak 30<sup>th</sup> Street Branch, BIN 2-24529-0, New York**

The West 155<sup>th</sup> Street Pedestrian Bridge is located above the Amtrak 30<sup>th</sup> Street Branch in Manhattan. The bridge crosses two sets of Amtrak tracks, northbound and southbound and services pedestrians crossing the tracks. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1908, and has been in service since construction. The bridge is not accessible to disabled persons.

The West 155<sup>th</sup> Street Pedestrian Bridge is a three span steel truss structure. This bridge has a span width of 2.59m(8'-6") and an overall length of 39.78m(130'-6"). The superstructure consists of a concrete deck on steel floorbeams and chain link fencing on either side of the deck. At either end of the bridge deck are concrete staircases with steel railings. The overhead clearance for the railroad (underclearance) is 8.38m(27'-6").

The substructure consists of concrete stem abutments on concrete footings. The staircases are supported by towers.

Access to the approaches from the surrounding area is provided by openings at the east and west end of the structure at grade.

**6. 204<sup>th</sup> Street Bridge over Metro North RR Harlem Line, BIN 2-24125-9, Bronx**

The 204<sup>th</sup> Street Pedestrian Bridge is located above the Metro-North Harlem line at the entrance to the New York Botanical Gardens at 204<sup>th</sup> Street. The bridge crosses three sets of LIRR tracks, eastbound and westbound and services pedestrians crossing the tracks. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1904, and has been in service since construction. The bridge is accessible to disabled persons.

The 204<sup>th</sup> Street Pedestrian Bridge is a single span steel truss structure. This bridge has a span width of 15.0m(49'-1") and an overall length of 32.77m(107'-6"). The superstructure consists of a flat concrete deck at the bottom of steel girders, on either side of the deck. The overhead clearance for the railroad (underclearance) is 6.40m(21'-0").

The substructure consists of solid concrete stem abutments.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at ground level. There is no access to the railroad below, from this structure.

**EXHIBIT B -2**

**BACKGROUND INFORMATION**

**For Contract No. II**

In Connection With  
The Reconstruction of Five (5) Pedestrian  
Bridges in the Borough of Manhattan

<u>Bridge Location</u>	<u>BIN</u>	<u>Borough</u>
<b>1. Morris Street over Brooklyn Battery Tunnel Plaza</b>	<b>2-26893-0</b>	<b>Manhattan</b>
<b>2. East 111<sup>th</sup> Street over FDR Drive</b>	<b>2-23219-0</b>	<b>Manhattan</b>
<b>3. East 128<sup>th</sup> St over 3<sup>rd</sup> Avenue Bridge Entrance Ramp</b>	<b>2-24662-0</b>	<b>Manhattan</b>
<b>4. 129<sup>th</sup> – 130<sup>th</sup> Street over 3<sup>rd</sup> Avenue Bridge Ramp</b>	<b>2-24699-0</b>	<b>Manhattan</b>
<b>5. West 181<sup>st</sup> Street over Henry Hudson Parkway</b>	<b>2-22940-0</b>	<b>Manhattan</b>

## **BACKGROUND INFORMATION:**

The following is the basic description of the existing project bridges included under contract No. II.

### **1. Morris Street Pedestrian Bridge over Brooklyn Battery Tunnel Plaza, BIN 2-26893-0, New York**

The Morris Street Pedestrian Bridge is located above the Brooklyn Battery Tunnel Plaza in Manhattan. The bridge crosses 6 travel lanes of traffic into and out of the Brooklyn Battery Tunnel and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1945, and has been in service since construction. The bridge is not accessible to disabled persons.

The Morris Street Pedestrian Bridge is a three-span steel stringer, multi-beam structure. This bridge has a span width of 3.89m(12'-9") and an overall length of 45.42m(149'-0"). The superstructure consists of concrete deck and chain-link fencing on either side of the deck. At either ends of the bridge deck are staircases with steel railings. The overhead clearance for the roadway (underclearance) is 4.72m(15'-6").

The substructure consists of steel bents on concrete footings.

Access to the approach staircases from the surrounding area is provided by openings at the west and east end of the structure at ground level.

### **2. East 111<sup>th</sup> Street Pedestrian Bridge over FDR Drive, BIN 2-23219-0, New York**

The East 111<sup>th</sup> Street Pedestrian Bridge is located above the FDR Drive in Manhattan. The bridge crosses 6 travel lanes of traffic of the FDR Drive northbound and southbound and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1949, and has been in service since construction. Currently, this bridge is accessible to disabled persons, however, the ramps are not ADA compliant.

The 111<sup>th</sup> Street Pedestrian Bridge is a single span steel stringer, multi-beam structure. This bridge has a span width of 2.21m(7'-3") and an overall length of 42.06m(138'-0"). The bridge consists of a concrete deck and chain link fencing on either side of the deck supported on multi-beam steel stringers. At either end of the bridge deck are concrete staircases with steel railings. The overhead clearance for the parkway (underclearance) is 3.96m(13'-0").

The substructure consists of steel columns on concrete footings.

Access to the approach ramps from the surrounding area is at ground level.

### **3. East 128<sup>th</sup> Street Bridge over 3<sup>RD</sup> avenue Bridge Entrance Ramp, BIN 2-24662-0, New York**

The East 128<sup>th</sup> Street Pedestrian Bridge is located above 3<sup>rd</sup> Avenue in Manhattan. The bridge crosses travel lanes of 3<sup>rd</sup> Avenue eastbound and westbound and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1945, and has been in service since construction. The bridge is not accessible to disabled persons.

The 128<sup>th</sup> Street Pedestrian Bridge is a four span steel frame structure. This bridge has a span width of 2.44m(8'-0") and an overall length of 142.37m(39'-0"). The superstructure consists of a concrete deck on steel beams and chain link fencing on either side of the deck. At all ends of the bridge deck are concrete staircases with steel railings. The overhead clearance for the roadway (underclearance) is 3.96m(13'-0").

The substructure consists of steel columns on concrete footings.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at ground level.

**4. 129-130<sup>th</sup> Street Pedestrian Bridge over Ramp off 3<sup>rd</sup> Avenue, BIN 2-24699-0, New York**

The 129-130<sup>th</sup> Street Pedestrian Bridge is located above the 3<sup>rd</sup> Avenue ramp off of the FDR in Manhattan. The bridge crosses 2 travel lanes of traffic and services pedestrians crossing the ramp, from Lexington Avenue to the Harlem River Park. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1950, and has been in service since construction. The bridge is not accessible to disabled persons.

The 129-130<sup>th</sup> Street Pedestrian Bridge is a single multi-beam steel stringer structure. This bridge has a span width of 3.12m(10'-3") and an overall length of 42.37m(139'-0"). The superstructure consists of a concrete deck and chain link fencing on either side of the deck. At either end of the bridge deck are steel staircases with steel railings. The overhead clearance for the ramp (underclearance) is 4.29m(14'-1").

The substructure consists of steel columns on concrete footings. The staircases are supported by two towers.

Access to the approach staircases from the surroundings area is provided by openings at the north and south end of the structure at ground level.

**5. West 181<sup>st</sup> Street Pedestrian Bridge over Henry Hudson Parkway N.B., BIN 2-22940-0, New York**

The West 181<sup>st</sup> Street Pedestrian Bridge is located above the Henry Hudson Parkway in Manhattan. The bridge crosses 3 travel lanes of traffic northbound and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1945, and has been in service since construction. The bridge is not accessible to disabled persons.

The West 181<sup>st</sup> Street Pedestrian Bridge is a six span continuous steel girder and floorbeam system. This bridge has a span width of 2.31m(7'-7") and an overall length of 26.65m(87'-5"). The superstructure consists of a concrete deck and chain link fencing on either side of the deck supported on continuous steel girders and floorbeams. At either end of the bridge deck are concrete ramps with steel railings. The overhead clearance for the Parkway (underclearance) is 4.12m(13'-6").

The substructure consists of steel bents with concrete footings.

Access to the approach ramps from the surrounding area is provided at ground level.

**EXHIBIT B -3**

**BACKGROUND INFORMATION**

**For Contract No. III**

In Connection With  
The Reconstruction of Four (4) Pedestrian  
Bridges in the Borough of Queens and Brooklyn

<u>Bridge Location</u>	<u>BIN</u>	<u>Borough</u>
<b>1. Crocheron Park over Cross Island Parkway</b>	<b>2-23188-0</b>	<b>Queens</b>
<b>2. 92<sup>nd</sup> Street over Belt-Shore Parkway</b>	<b>2-23126-0</b>	<b>Brooklyn</b>
<b>3. 17<sup>th</sup> Avenue over Belt-Shore Parkway</b>	<b>2-23130-0</b>	<b>Brooklyn</b>
<b>4. 27<sup>th</sup> Avenue over Belt-Shore Parkway</b>	<b>2-23133-0</b>	<b>Brooklyn</b>

## **BACKGROUND INFORMATION:**

The following is the basic description of the existing project bridges included under Contract No. III. The following bridges are in or adjacent to the NYC Department of Parks and Recreation property and any design will require the approval of the NYC Department of Parks and Recreation.

### **1. Crocheron Park Pedestrian Bridge over BCIP, BIN 2-23188-0, Queens**

The Crocheron Park Pedestrian Bridge is located above the Cross Island Parkway in Bayside, Queens. The bridge crosses the Cross Island Parkway northbound and southbound travelways and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1941, and has been in service since construction. The bridge is not accessible to disabled persons.

The Crocheron Park Pedestrian Bridge is a three-span steel stringer, multi-beam structure. This bridge has a span width of 3.66m(12'-0") and an overall length of 27.43m(90'-0"). The superstructure consists of a timber deck and chain link fencing on either side of the deck. At the north end of the bridge there is a graded asphalt sidewalk and at the south end there is a concrete staircase with a steel railing. The overhead clearance for the parkway (underclearance) is 4.27m(14'-0").

The substructure consists of wrapped timber columns and concrete stem abutments on concrete footings.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at ground level.

### **2. 92<sup>nd</sup> Street Pedestrian Bridge over BSHP, BIN 2-23126-0, Brooklyn**

The 92<sup>nd</sup> Street Pedestrian Bridge is located above the Belt Parkway in Brooklyn. The bridge crosses 6 travel lanes of traffic of the Belt Parkway eastbound and westbound and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was construction in 1941, and has been in service since construction. The bridge is accessible to disabled persons from the east end.

The 92<sup>nd</sup> Street Pedestrian Bridge is a three span multi-beam steel stringer structure. This bridge has a span width of 2.829m(9'-3") and an overall length of 42.37m(139'-0"). The superstructure consists of a concrete deck and chain link fencing on either side of the deck. At either end of the bridge deck are concrete staircases with steel railings. The overhead clearance for the Parkway (underclearance) is 3.962m(13'-0").

The substructure consists of solid stem concrete piers and concrete stem abutment on concrete spread footings.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at grade.

### **3. 17<sup>th</sup> Avenue Pedestrian Bridge over BSHP, BIN 2-23130-0, Brooklyn**

The 17<sup>th</sup> Avenue Pedestrian Bridge is located above the Belt Parkway in Brooklyn. The bridge crosses 6 travel lanes of traffic of the Belt Parkway eastbound and westbound and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1941, and has been in service since construction. The bridge is not accessible to disabled persons.

The 17<sup>th</sup> Avenue Pedestrian Bridge is a single span steel arch structure. This bridge has a span width of 4.57m(15'-0") and an overall length of 38.41m(126'-0"). The superstructure consists of a concrete deck and arch girders with chain link fencing. At either end of the bridge deck are concrete staircases with steel railings.

The overhead clearance for the Parkway (underclearance) at the outer lanes is 3.45m(11'-4") and at the center lane is 5.31m(17'-5").

The substructure consists of two solid stem concrete abutments on spread footings.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at grade.

#### **4. 27<sup>th</sup> Avenue Pedestrian Bridge over BSHP, BIN 2-23133-0, Brooklyn, New York**

The 27<sup>th</sup> Avenue Pedestrian Bridge is located above the Belt Parkway in Brooklyn. The bridge crosses 6 travel lanes of traffic of the Belt Parkway eastbound and westbound and services pedestrians crossing the roadway. Based on information gathered from previous inspection reports and as-built drawings, the bridge was constructed in 1941, and has been in service since construction. The bridge is not accessible to disabled persons.

The 27<sup>th</sup> Avenue Pedestrian Bridge is a single span steel arch structure. This bridge has a span width of 5.18m(17'-0") and an overall length of 36.58m(120'-0"). The superstructure consists of a concrete deck and arch girders with chain link fencing. At either end of the bridge deck are concrete staircases with steel railings. The overhead clearance for the Parkway (underclearance) at the outer lanes is 3.76m(12'-4") and at the center lane is 5.77m(18'-11").

The substructure consists of two solid stem concrete abutments on spread footings.

Access to the approach staircases from the surrounding area is provided by openings at the north and south end of the structure at grade.

**EXHIBIT C**

**KEY PERSONNEL AND SUB-CONSULTANTS**

**KEY PERSONNEL**

Principal in Charge: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Project Architect: \_\_\_\_\_

Project Engineer: \_\_\_\_\_

**LIST OF SUBCONSULTANTS**

Structural/Bridge Engineering Design Services: \_\_\_\_\_

Architectural Design Services: \_\_\_\_\_

Electrical Design Services: \_\_\_\_\_

Geotechnical Engineering Design Services: \_\_\_\_\_

Landscape Architectural Design Services: \_\_\_\_\_

Civil Engineering Services: \_\_\_\_\_

Lighting Design Services: \_\_\_\_\_

Topographic/Survey Services: \_\_\_\_\_

Arboricultural Services: \_\_\_\_\_

Environmental Services: \_\_\_\_\_

Hazmat Services: \_\_\_\_\_

**EXHIBIT D**  
**CONTRACT SCHEDULE**

Projected time frames for the completion of services by the consultant during the design and construction phases are listed below in consecutive calendar days (CCDs).

Project Design Kickoff	within one week of Contract Award
Schematic Design Submission	60 days from Design Kickoff
Schematic Design Review/Approvals	30 days from Schematic Submission
Design Development Submission	90 days from Schematic Approval
Design Development Review/Approvals	30 days from Design Development Submission
Contract Documents Submission	90 days from Approval to Proceed
Contract Documents Review/Approvals	30 days from Contract Documents Submission
Compliance Documents	30 days from and of Contract Documents Review
Bid, Award, Register Contracts	60 days from Compliance Documents
Start of Construction	30 days from Contract Registration
Construction Support Services	280 days from Start of Construction

**EXHIBIT E-1  
CONTRACT NO. 1**

**DESIGN FEE**

- (1) Design Fee: For the performance of all required Design Services for the Project, as set forth in Article 6, the City agrees to pay and the Consultant agrees to accept a total Design Fee, the amount of which is set forth below (the "Design Fee"). The Design Fee is deemed to include all costs and expenses incurred by the Consultant and/or its Subconsultant in the performance of required Design Services for the Project, including all expenses related to management, overhead and any anticipated profit. The Design Services included in the Design Fee are set forth below.

Design Fee:        \$ \_\_\_\_\_

- (2) Design Services Included in Design Fee: The Design Services included in the Design Fee shall consist of all necessary and usual components and/or services in connection with the design, including without limitation the areas of design set forth below. Design Services shall include services during the design phase (preparation of design documents and services during the construction phase (construction support services).

- (a) Structural / Bridge Engineering Design Services
- (b) Architectural Design Services
- (c) Electrical Design Services
- (d) Geotechnical Engineering Design Services
- (e) Civil Engineering Services
- (f) Landscape Architectural Design Services
- (g) Lighting Design Services
- (h) Topographic / Survey Services
- (i) Arboricultural Services

- (3) Services Not Included in Design Fee: Services which are not included in the Design Fee, as well as the form of payment for such services, are set forth below.

	<u>Service</u>	<u>Form of Payment</u>	<u>Article Reference</u>
(a)	Additional Professional Services, including Environmental Services and Hazmat Services	Time Card	Article 7.3
(b)	Reimbursable Services	Reimbursement / 5% mark-up	Article 7.4

- (4) The Design Fee shall be paid in accordance with the percentage breakdown per location set forth below. The Design Fee for each location shall be paid as follows: 75% of the Design Fee shall be paid for the preparation of design documents, and 25% of the Design Fee shall be paid for construction support services.

• 55 <sup>th</sup> Avenue	17% of Design Fee	\$ _____
• 94 <sup>th</sup> Street	17% of Design Fee	\$ _____
• 167 <sup>th</sup> Street	17% of Design Fee	\$ _____
• 71 <sup>st</sup> Street/Cooper Ave.	15% of Design Fee	\$ _____
• West 155 <sup>th</sup> Street	17% of Design Fee	\$ _____
• 204 <sup>th</sup> Street	17% of Design Fee	\$ _____
	100% of Design Fee	\$ _____

**EXHIBIT E-2  
CONTRACT NO. 2**

**DESIGN FEE**

- (1) Design Fee: For the performance of all required Design Services for the Project, as set forth in Article 6, the City agrees to pay and the Consultant agrees to accept a total Design Fee, the amount of which is set forth below (the "Design Fee"). The Design Fee is deemed to include all costs and expenses incurred by the Consultant and/or its Subconsultant in the performance of required Design Services for the Project, including all expenses related to management, overhead and any anticipated profit. The Design Services included in the Design Fee are set forth below.

Design Fee:        \$ \_\_\_\_\_

- (2) Design Services Included in Design Fee: The Design Services included in the Design Fee shall consist of all necessary and usual components and/or services in connection with the design, including without limitation the areas of design set forth below. Design Services shall include services during the design phase (preparation of design documents and services during the construction phase (construction support services).

- (a) Structural / Bridge Engineering Design Services
- (b) Architectural Design Services
- (c) Electrical Design Services
- (d) Geotechnical Engineering Design Services
- (e) Civil Engineering Services
- (f) Landscape Architectural Design Services
- (g) Lighting Design Services
- (h) Topographic / Survey Services
- (i) Arboricultural Services

- (3) Services Not Included in Design Fee: Services which are not included in the Design Fee, as well as the form of payment for such services, are set forth below.

	<u>Service</u>	<u>Form of Payment</u>	<u>Article Reference</u>
(a)	Additional Professional Services, including Environmental Services and Hazmat Services	Time Card	Article 7.3
(b)	Reimbursable Services	Reimbursement / 5% mark-up	Article 7.4

- (4) The Design Fee shall be paid in accordance with the percentage breakdown per location set forth below. The Design Fee for each location shall be paid as follows: 75% of the Design Fee shall be paid for the preparation of design documents, and 25% of the Design Fee shall be paid for construction support services.

- Morris Street                      20% of Design Fee        \$ \_\_\_\_\_
- East 111<sup>th</sup> Street                      20% of Design Fee        \$ \_\_\_\_\_
- East 128<sup>th</sup> Street                      20% of Design Fee        \$ \_\_\_\_\_
- 129<sup>th</sup> /130<sup>th</sup> Street                      20% of Design Fee        \$ \_\_\_\_\_
- West 181<sup>st</sup> Street                      20% of Design Fee        \$ \_\_\_\_\_

100% of Design Fee        \$ \_\_\_\_\_

**EXHIBIT E-3  
CONTRACT NO. 3**

**DESIGN FEE**

- (1) Design Fee: For the performance of all required Design Services for the Project, as set forth in Article 6, the City agrees to pay and the Consultant agrees to accept a total Design Fee, the amount of which is set forth below (the "Design Fee"). The Design Fee is deemed to include all costs and expenses incurred by the Consultant and/or its Subconsultant in the performance of required Design Services for the Project, including all expenses related to management, overhead and any anticipated profit. The Design Services included in the Design Fee are set forth below.

Design Fee:        \$ \_\_\_\_\_

- (2) Design Services Included in Design Fee: The Design Services included in the Design Fee shall consist of all necessary and usual components and/or services in connection with the design, including without limitation the areas of design set forth below. Design Services shall include services during the design phase (preparation of design documents and services during the construction phase (construction support services).

- (a) Structural / Bridge Engineering Design Services
- (b) Architectural Design Services
- (c) Electrical Design Services
- (d) Geotechnical Engineering Design Services
- (e) Civil Engineering Services
- (f) Landscape Architectural Design Services
- (g) Lighting Design Services
- (h) Topographic / Survey Services
- (i) Arboricultural Services

- (3) Services Not Included in Design Fee: Services which are not included in the Design Fee, as well as the form of payment for such services, are set forth below.

<u>Service</u>	<u>Form of Payment</u>	<u>Article Reference</u>
(a) Additional Professional Services, including Environmental Services and Hazmat Services	Time Card	Article 7.3
(b) Reimbursable Services	Reimbursement / 5% mark-up	Article 7.4

- (4) The Design Fee shall be paid in accordance with the percentage breakdown per location set forth below. The Design Fee for each location shall be paid as follows: 75% of the Design Fee shall be paid for the preparation of design documents, and 25% of the Design Fee shall be paid for construction support services.

• Crocheron Park	25% of Design Fee	\$ _____
• 92 <sup>nd</sup> Street	25% of Design Fee	\$ _____
• 17 <sup>th</sup> Avenue	25% of Design Fee	\$ _____
• 27 <sup>th</sup> Avenue	25% of Design Fee	\$ _____
	100% of Design Fee	\$ _____

**EXHIBIT F  
STAFFING REQUIREMENTS**

**LIST OF TITLES AND ALL INCLUSIVE HOURLY RATES**

The All Inclusive Hourly Rates set forth below apply only to the following: (1) Additional Professional Services, including Environmental Services and Hazmat Services, and (2) other services the Consultant is directed to perform on a time card basis.

**STRUCTURAL / BRIDGE ENGINEERING DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Engineer.....	_____
Project Manager.....	_____
Senior Structural / Bridge Engineer.....	_____
Junior Structural / Bridge Engineer.....	_____
Senior Engineering Drafter/CADD.....	_____
Junior Engineering Drafter/CADD.....	_____

**ARCHITECTURAL DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Architect.....	_____
Project Manager.....	_____
Senior Architectural Designer.....	_____
Junior Architectural Designer.....	_____
Senior Architectural Drafter/CADD.....	_____
Junior Architectural Drafter/CADD.....	_____

**ELECTRICAL DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Electrical Engineer.....	_____
Junior Electrical Engineer.....	_____
CADD Operator.....	_____

**GEOTECHNICAL ENGINEERING DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Geotechnical Engineer.....	_____
Junior Geotechnical Engineer.....	_____

**CIVIL ENGINEERING SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Civil Engineer.....	_____
Junior Civil Engineer.....	_____
CADD/Draft person.....	_____

**LANDSCAPE ARCHITECTURAL DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Landscape Architect.....	_____
Junior Landscape Architect.....	_____
CADD/Drafter.....	_____

**LIGHTING DESIGN SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Senior Lighting Designer.....	_____
Junior Lighting Designer.....	_____

**TOPOGRAPHIC / SURVEY SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Surveyor.....	_____
Party Chief.....	_____
Instrument Person.....	_____
Rod Person.....	_____
Senior CADD Operator.....	_____
Junior CADD Operator.....	_____

**ARBORICULTURAL SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Arborist.....	_____

**ENVIRONMENTAL SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Manager.....	_____
Project Planner.....	_____
Project Engineer.....	_____

**HAZMAT SERVICES**

<b>TITLE</b>	<b>ALL INCLUSIVE HOURLY RATE</b>
Project Manager.....	_____
Project Designer.....	_____
Technician/Inspector.....	_____
Monitor.....	_____
CADD Operator.....	_____

## EXHIBIT G

### MINIMUM REQUIREMENTS PER TITLE

**Key Personnel:** Requirements for Key Personnel are set forth in Article 5 of the Contract.

**Other Personnel:** Personnel provided by the Consultant and/or its Subconsultant (other than Key Personnel) must satisfy the minimum requirements for the specific title in which he/she is performing services, as set forth below.

#### STRUCTURAL / BRIDGE ENGINEERING DESIGN SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Project Engineer	7	Professional License ASCE / NICET Grade V / VI A
Project Manager	7	Professional License ASCE / NICET Grade VI / VIII A
Senior Structural / Bridge Engineer	7	Professional License ASCE / NICET Grade VI / VIII A
Junior Structural / Bridge Engineer	3	
Senior Engineering Drafter/CADD	5	
Junior Engineering Drafter/CADD	1	

#### ARCHITECTURAL DESIGN SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Project Architect	7	Professional License
Project Manager	7	Professional License
Senior Architectural Designer	5	Professional License
Junior Architectural Designer	3	
Senior Architectural Drafter/CADD	5	
Junior Architectural Drafter/CADD	1	

#### ELECTRICAL DESIGN SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Senior Electrical Engineer	5	Professional License
Junior Electrical Engineer	3	
CADD Operator	1	

## GEOTECHNICAL ENGINEERING DESIGN SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Senior Geotechnical Engineer	5	
Junior Geotechnical Engineer	3	
CADD Operator	1	

## CIVIL ENGINEERING SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Senior Civil Engineer	5	Professional License
Junior Civil Engineer	3	
CADD/Draft person	1	

## LANDSCAPE ARCHITECTURAL DESIGN SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Senior Landscape Architect	7	Professional License
Junior Landscape Architect	3	
CADD/Drafter	1	

## LIGHTING DESIGN SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Senior Lighting Designer	5	
Junior Lighting Designer	3	

## TOPOGRAPHIC / SURVEY SERVICES

TITLE	REQUIREMENTS PER TITLE	
	Number of Years Of Experience	Professional License or Certification
Surveyor	7	Professional License
Party Chief	5	
Instrument Person	3	
Rod Person	1	
Senior CADD Operator	3	
Junior CADD Operator	1	

**ARBORICULTURAL SERVICES**

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years Of Experience</b>	<b>Professional License or Certification</b>
Arborist	5	NYS Certification

**ENVIRONMENTAL SERVICES**

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years Of Experience</b>	<b>Professional License or Certification</b>
Project Manager	5	BS Degree in Engineering, Architecture or Science
Project Planner	5	MA Degree in Planning or Architecture
Project Engineer	5	Professional License

**HAZMAT SERVICES**

<b>TITLE</b>	<b>REQUIREMENTS PER TITLE</b>	
	<b>Number of Years of Experience</b>	<b>Professional License or Certification</b>
Project Manager	5	
Project Designer	5	Licensed by N.Y.S. Dept. of Labor
Technician / Inspector	3	Licensed by N.Y.S. Dept. of Labor & N.Y.C. Dept. of Env. Protection
Monitor	3	Licensed by N.Y.S. Dept. of Labor
CADD Operator	1	