Zohran Mamdani Mayor	The City of New York Department of Transportation Division of Bridges	Michael Flynn Commissioner

REQUEST FOR PROPOSALS

FOR

RESIDENT ENGINEERING INSPECTION SERVICES
IN CONNECTION WITH
REHABILITATION OF UNION TURNPIKE BRIDGE OVER CROSS ISLAND PARKWAY
BOROUGH OF QUEENS

CONTRACT NO.: HBQ1115

E-PIN: 84127P0006

PIN: 84127QUBR804

ANTICIPATED CONTRACT TERM: **1552 Consecutive Calendar Days (CCDs) from the date of written Notice to Proceed which is inclusive of 182 CCDs after the substantial completion of the construction contract.**

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A. PROPOSED CONTRACTUAL AGREEMENT

SECTION I - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The Agency is seeking an appropriately qualified vendor to provide Resident Engineering Inspection Services in Connection with Rehabilitation of Union Turnpike Bridge over Cross Island Parkway, Borough of Queens described in the RFP. The selected prime consultant should have at least 51% of the total contract hours to be considered a Prime Consultant.

B. Site Visit and/or Inspection of Materials:

The Agency has the sole discretion in its determination whether site visits for the corresponding project may take place. Appointments for site visits must be made to the Authorized Contact Person.

Plans and specifications will be available for your review upon request. The request should be emailed to the Authorized Agency Contact Person. Subsequently, the Agency will email the firm with a confidentiality agreement. Only the individual who signs the agreement will be able to review the plans and specifications. Upon receipt of the signed confidentiality agreement, the Agency will then provide the firm with instructions and a secured login link to review the documents.

C. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be **1552** Consecutive Calendar Days (CCDs) from the date of written Notice to Proceed which is inclusive of **182** CCDs after the final completion of construction contract. An additional **70** CCDs of service will be required for Constructability Review when Advance Detailed Plans are available. A separate Notice to Proceed for Constructability Review may be issued for these additional Days.

The anticipated duration of the construction contract is **1370** CCDs.

D. Anticipated Payment Structure

It is anticipated that the payment structure for the contract awarded from this RFP will be based on a combination of direct technical salary costs, times a multiplier, specified direct non-salary costs subject to an overall "not-to-exceed" fee (upset amount) and performance outcome measures and related financial incentives and/or disincentives. The multiplier shall be applied only to technical salary costs and should be considered as including provisions for indirect costs (overhead) and profit.

However, DOT will consider proposals to structure payment in a different manner and reserves the right to select any payment structure that is in the City’s best interest.

E. Key Personnel

Below are the minimum requirements per title for the Key Personnel required for the project. The Consultant is required, as part of its proposal, to identify the individuals who will perform services as Key Personnel. DOT will evaluate the information and resumes provided. Greater consideration will be given to proposed individuals who meet or exceed the following requirements:

Project Manager – Level A-VII (Part Time):

The Project Manager shall be a Professional Engineer (PE) licensed and registered in the State of New York with a minimum of eight (8) years of engineering/construction management experience. This must include ten (10) years working on major highway, bridge or roadway construction projects for the NYSDOT/NYCDOT, including painting work. The Project Manager should have familiarity with managing projects in densely populated areas (such as NYC metropolitan area), over major highways or waterways, and coordinating with multiple agencies including the New York City Department of Environmental Protection (NYCDEP), the New York City Department of Parks & Recreation (NYC Parks), the New York State Department of Transportation (NYSDOT), the New York State Department of Environmental Conservation (NYSDEC), the New York State Office of Parks, Recreation and Historic Preservation(NYS OPRHP), various entities of the Metropolitan Transportation Authority (MTA), the NYCDOT Office of Construction Mitigation & Coordination (OCMC), private utilities, and community groups.

Resident Engineers - Level A VI (Full time):

The Resident Engineer shall be a Professional Engineer licensed and registered in the State of New York with at least ten (10) years of engineering/construction management experience. This must include a minimum of seven (7) years serving as a Resident Engineer (RE) on major highway, bridge or roadway construction projects for the NYSDOT or NYCDOT, including experience with painting work. The RE should have solid understanding of NYS/NYC standard specifications, the MUTCD and the MURK. The RE should be familiar with managing projects in densely populated areas (including the NYC metropolitan area) and over major highways or waterways, coordinating with multiple agencies including the New York City Department of Environmental Protection (NYCDEP), the New York City Department of Parks and Recreation (NYC Parks), NYC Landmarks Preservation Commission (LPC), New York State Department of Environmental Conservation (NYSDEC), the NYCDOT Office of Construction Mitigation & Coordination (OCMC), private utilities, and community groups.

Assistant Resident Engineer – Level A-V (Full time)

Office Engineer – Level A-III or N-IV (Full time):

The Office Engineer shall have a bachelor's degree in engineering and at least five (5) years of NYSDOT/NYCDOT bridge construction/rehabilitation experience as an Office Engineer.

Chief Inspector – Level A-III or N-IV (Full time):

The Chief Inspector shall have at least seven (7) years of experience in NYSDOT or NYCDOT bridge construction/rehabilitation projects. Completion of OSHA 30-Hour Construction Safety training and a valid ACI Concrete Field-Testing Technician Grade I certification are required for this title.

Senior Inspector – Level N-III (Full time)

Inspector – Level N-II (Full time)

Public Outreach Liaison (Full time):

The Public Outreach Liaison shall have at least three (3) years of experience in supporting construction projects and working with stakeholders, Community Boards, elected officials, public, and various agencies, as needed.

In addition to construction Inspection key staff, the following support staff shall be required:

- Estimator, Level A-IV (Part time)
- Critical Path Method (CPM) Scheduler, Level A-V (Part time) – requires familiarity with the latest version of Primavera and having 8+ years of experience in construction scheduling including 4+ years in NYCDOT/NYSDOT bridge project.
- MPT Safety Reviewer, Level A-IV (Part time): requires OSHA 30-Hour certification, ATSSA Traffic Control Supervisor certification and 5+ years of experience in managing/auditing/reviewing work zone safety and logistics in construction projects on high-volume NYC arterials.
- Arborist, Level A-III (Part time)
- Hazmat/Environmental Inspector, Level N-III (Part time)
- Electrical/Mechanical Inspector, Level N-III (Part time)
- Senior Coating Inspector, Level AMPP-III (Part Time): AMPP Senior Certified Coating Inspector (previously known as NACE CIP-III) with 5+ years of bridge coating inspection experience.
- CAD Technician (Part Time)

F. Exclusion From Participation In Subsequent Solicitation(s)

In the case that the proposer was the prime consultant or a sub-consultant on the TD/CSS in Connection with Rehabilitation of Union Turnpike Bridge over Cross Island Parkway or where any proposed sub-consultant, either substantially or incidentally performed on that contract, attach a narrative addressing the following:

- Demonstrate that the proposer, and/or each proposed sub-consultant that substantially performed on the TD/CSS contract, if any, has no conflict of interest that would prevent them from performing properly on the related REI contract (e.g., the firm(s) would appropriately identify any design flaws associated with the cited project). In addition, submit a written affirmation from the proposer, and/or from each sub-contractor attesting to the same.

- Demonstrate that the work of each proposed sub-consultant that incidentally performed on the TD/CSS contract, if any, was, in fact, incidental and that each has no conflict of interest that would prevent them from performing properly on the related REI contract. In addition, submit a written affirmation from each such sub-contractor attesting the same.

G. Joint Ventures and Other Consultant Relationships:

There is no minimum requirement for the proportion of work by either of the two joint venture partners. Joint ventures must carry the required insurance 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.

DOT 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 partners or prime consultant / sub-consultant. In the event that a proposal is received wherein two or more firms are described as being "in association with" each other, DOT will treat the relationship as one of prime consultant/sub-consultant(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 sub-consultant category.

SECTION II: SCOPE OF SERVICES AND M/WBE REQUIREMENT

A. Agency Goals and Objectives for this RFP

The agency's goals and objectives for this RFP are to have Resident Engineering Inspection (REI) Services in Connection with Rehabilitation of Union Turnpike Bridge over Cross Island Parkway, Borough of Queens to be performed by the Consultant in order to ensure that the work of the Contractor conforms to the provisions of the contract documents as stipulated in the Proposed Contractual Agreement & Resident Engineering Inspection Instruction Manual.

The selected consultant will be required to provide REI services throughout the duration of the project (i.e., pre-construction, construction and post-construction services). The selected consultant will be required to provide all services necessary and required for the inspection, management, coordination, and administration of the Project, from commencement through substantial completion, final acceptance, and project close-out.

B. Agency Assumptions Regarding Consultant Approach

The agency's assumptions regarding which approach will best achieve the goals and objectives set out above are reflected in detail in the Proposed Contractual Agreement.

Agency Assumptions Regarding Proposer's Experience

Agency's assumption is that the firm that would be selected from this procurement have the following certifications, experience and qualifications:

- Association for Materials Protection and Performance (AMPP) (formerly known as NACE) certified coating inspectors.
- Professional Engineers licensed by the State of New York.
- Prior successful relevant construction experience as the prime resident engineering consultant for at least two bridge construction projects, each of which had a construction cost of at least $40 million, was completed within the last 10 years.
- The average total relevant experience of the firm's licensed professional engineers is 8 years or more.
- The Project Manager and the Resident Engineer shall be licensed Professional Engineers in the State of New York and have accredited Bachelor's Degrees in Civil Engineering.
- Proven ability to provide REI services in a proactive manner with special focus on ability to work with the Utility Companies to solve problems arising at the site.
- Proven ability to provide expeditious direction and solutions during construction.
- Proven ability to take the public's input into consideration and, with NYCDOT's approval, directs the contractor accordingly.

Agency Assumptions Regarding Proposer's Organizational Capability

In order to accomplish the goals and objectives as set out above, the Consultant would at a minimum, to the sole satisfaction of the Agency:

- Employ at least 60 full-time technical employees.
- Employ at least 15 full-time bridge construction inspectors.
- Employ at least 8 full-time Professional Engineers with at least eight years of experience who must have successfully completed a bridge construction project within the last five years.
- The firm must have successfully completed two “Large” Bridge Construction Projects as a prime consultant within the last ten years.
- The attrition rate of the technical employees of the firm has not exceeded 10% annually over the last 3 years.
- The firm must have a published and adopted Employee Manual.
- The firm has adopted and published a QA/QC procedures manual.
- The firm has at least 3 CADD stations and at least 2 trained CADD operators on staff.
- The firm must have an available line of credit in excess of $1,000,000, or equivalent that must be verified in writing by the lending institution.
- Satisfactory record of contract performance/ PASSPort disclosures.
- The Consultant shall maintain a facility to conduct all their required operations in NYC.
- The Consultant shall submit to the NYCDOT Engineer In-Charge (EIC) for approval within ten (10) days of contract award, resumes of key personnel including managers, engineers, supervisors, who will be assigned to work on this project.
- Provide one Project Manager who will be the main point of contact for all project matters.
- Have ability to execute REI services either directly or via a subcontractor, under tight contract timelines.

Agency Assumptions Regarding Proposer’s Approach

In order to accomplish the goals and objectives as set out above, the Consultant would at a minimum, to the sole satisfaction of the Agency shall provide a detailed statement describing Proposer’s strategic approach to the Project, including:

- Its understanding of the construction environment, technical issues and complexities of the Project as related to REI Services,
- Its understanding of different tasks anticipated to be performed and their relationships,
- Its methodology for tracking and maintaining the Project’s budget and schedule with proper staffing
- Its techniques for problem solving.

NOTES:

1. **For Agency’s assumptions regarding the scope of REI services throughout the duration of the project, refer to**

Proposed Contractual Agreement, Section V, Attachment A

Resident Engineering Inspection Instruction Manual (Documents Section)

C. Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

If the contract resulting from this Request for Proposals will be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan and the Participation Goals indicated in Part I thereof, proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal. Please refer to the Schedule B – M/WBE Utilization Plan and the Notice to All Prospective Contractors (attached in Documents section of PASSPort) for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. If the proposer intends to seek a full or partial waiver of the Participation Goals on the grounds described in Section 10 of the Notice to All Prospective Contractors, including but not limited to, proposer's intention to use its own forces to perform any or all of the required contract work would result in a failure to attain the Participation Goals, the proposer must request and obtain from the Agency a full or partial waiver of the Participation Goals (M/WBE Utilization Plan, Part III) in advance of proposal submission and submit the waiver determination with the proposal. Please note that if a partial waiver is obtained, the proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals in order to be found responsive.

D. Compliance with Local Law 34 of 2007 (Doing Business Data Form)

In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the Doing Business Data Form in PASSPort when they are submitting their proposal. Organizations which hold 10% or more ownership of the entity must now be reported.

E. Contract Provisions and Requirements (Appendix A) (Documents Section)

The Contract shall incorporate the City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services". In addition, the Contractor will be subject to the Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing Requirements.

F. Compliance with the Iran Divestment Act (Questionnaire Section)

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is takings steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to https://ogs.ny.gov/iran-divestment-act-2012 for additional information concerning the list of entities.

G. NYC Mayoral Executive Order No. 39 Rider (Questionnaire Section)

The Order applies to all contracts that have an estimated value of $2,000,000 or more and include a scope of work that, in order to be performed, will require the utilization (1) of a City-contracted Vehicle (2) within the City of New York on a weekly or more frequent basis. This includes all subcontracts under the aforementioned contracts, regardless of monetary value, if the subcontracted vehicle is utilized within the City of New York on a weekly or more frequent basis.

H. Community Hiring Requirements (Documents Section)

Authorized under Section 3502 of the New York City Charter, the contract awarded pursuant to this solicitation will be subject to the Community Hiring requirements set forth in the rules promulgated under Title 74 of the Rules of the City of New York ("Community Hiring Rules"). The City requires that the awarded contractor will agree to make best efforts to employ Community Hires.

I. Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The organization must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings.

For more information about PASSPort, please visit:
https://www.nyc.gov/site/mocs/passport/about-passport.page

J. Responding to the Request for Proposals

This RFP is released through PASSPort, New York City's online procurement portal. Responses to this RFP must be submitted via PASSPort. To access the RFP, vendors should visit the PASSPort public Portal at the link provided in Section II(H) above and click on the "Search Funding Opportunities in PASSPort" blue box. Doing so will take one to the public portal of all procurements in the PASSPort system. To quickly locate the RFP, insert the **EPIN: 84127P0006** into the Keyword search field. In order to respond to the RFP, vendors must create an account within the PASSPort system if they have not already done so.

Any inquiries concerning this RFP should be directed through the PASSPort communication function. Questions/inquiries must be submitted by 5:00 PM (E.S.T) on the "questions due date" indicated on the View RFx tab[1]

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[1] In PASSPort, an RFx is synonymous with the solicitation released to vendors. An RFx can be a Request for Proposals (as in this instance), Invitation for Bids, Request for Information, Request for Quotes, etc.

SECTION III: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency/Department will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency shall rank proposers by technical merit, and pursuant to the City's Quality-Based Selection Method.

The proposals will be ranked in order of highest to lowest technical score and the Agency will establish a shortlist of all the proposals scoring at or above the cut-off score of 70 percent.

Based on these rankings, a "short-list" will be established of only those proposers who submit highly relevant and technically viable proposals with relevant and adequate experience, overall project understanding, approach and innovativeness in all project areas. Proposers not included on the "short-list" will not be further considered. The Agency reserves the right to limit the number of firms shortlisted.

The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate or clarify the information contained in their proposals. Subsequent to any such presentations, the CSC will prepare revised rating sheets.

Proposals from New York State or City certified M/WBEs shall receive a point preference of 5% of the total technical points earned in the evaluation of the proposal.

The price proposal of ONLY the highest technically ranked firm will be opened and reviewed by the evaluation committee to determine whether it is responsive.

The agency will then consider price by negotiating a fair and reasonable price with the highest technically ranked proposer(s). In the event that such a fee is not successfully negotiated, the agency may conclude such negotiations, and enter into negotiations with the next ranked vendor(s), as necessary.

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

B. Evaluation Criteria

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

1.	**Demonstrated Quantity and Quality of Successful Relevant Experience**	25%
2.	**Demonstrated Level of Organizational Capability**	20%
3.	**Quality of Proposed Approach**	55%
		100%

C. Basis for Contract Award

A contract will be awarded to the responsive proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected proposer. Pursuant to the City Quality Based Selection (QBS) Method, DOT will award this contract to the highest technically ranked firm from a shortlist established based on criteria described above in the Evaluation Procedures. The price proposal of ONLY the highest technically ranked firm will be opened.

SECTION IV - GENERAL INFORMATION TO PROPOSERS

A. **Complaints** The New York City Comptroller is charged with the audit of contracts in New York City. Any Proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. **Applicable Laws** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at https://www.nyc.gov/site/mocs/regulations/ppb.page

C. **General Contract Provisions** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A with Addendum - General Provisions Governing Contracts for Architects and Engineers (November 2018 Final)." or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

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

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

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

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

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

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

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

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

L. **PASSPort Fees** Pursuant to PPB Rule 2-08(f)(2), the contractor may be charged a fee for the administration of the PASSPort system.

M. **Charter Section 312 (a) Certification**

X The Agency has determined that the contract(s) to be awarded through this RFP will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

__ The Agency has determined that the contract(s) to be awarded through this RFP will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

__ The contract to be awarded through this RFP is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

Message from the NYC Vendor Enrollment Center:
Get on mailing lists for NYC contract opportunities!
Submit a NYC-FMS Vendor Application - Call 212/857-1680

Message from New York City's Department of Small Business Services

The Department of Small Business Services (SBS) offers One-on-One Technical Assistance to businesses that are interested in bidding on City contracts for the following goods and services: construction, construction related, standardized and architectural and engineering. If you plan on bidding on this or any other City contract, contact SBS to schedule an appointment. The Department of Small Business Services will meet with you to review your particular proposal or submission and provide feedback and guidance to help you submit the best proposal possible.

To schedule One-on-One Technical Assistance, email techassist@sbs.nyc.gov and an SBS representative will contact you.

SECTION V – ATTACHMENT

A) PROPOSED CONTRACTUAL AGREEMENT

SPECIFIC REQUIREMENTS OF CONTRACT FOR

RESIDENT ENGINEERING INSPECTION SERVICES

IN CONNECTION WITH

REHABILITATION OF UNION TURNPIKE BRIDGE OVER CROSS ISLAND PARKWAY

BOROUGH OF QUEENS

BIN: 2-23185-0
Contract No. HBQ1115

General Bridge Description and Construction Project Scope:

The existing Union Turnpike Bridge (BIN: 2-23185-0) located in the Borough of Queens is a two-span reinforced concrete rigid frame bridge carrying Union Turnpike over Cross Island Parkway (NY900F) from 243rd Street in the west to Cross Island Parkway Service Road. The length of the existing bridge is 111 feet (88.22 feet face to face of abutments). The 125.28 feet wide bridge carries 3 eastbound lanes, 4 westbound lanes (3 thru and 1 left turn) and 2 school access lanes.

The purpose of this project is to address the poor condition of the superstructure and deck of the Union Turnpike Bridge over the Cross Island Parkway and extend the life of the bridge. In addition, the project aims at improving safety and traffic conditions on Union Turnpike and adjacent roadways and intersections, including Cross Island Parkway.

The scope of reconstruction work will include but not be limited to the following:

The project scope includes replacement of the bridge and other improvements including widening of the Cross Island Parkway underneath the bridge to add two auxiliary lanes which would facilitate weaving of traffic on and off the bridge. This two-span reinforced concrete rigid frame structure will be replaced in its entirety with a brand-new bridge meeting all Federal, State and City standards, and will be constructed at the same location. There will also be some reconstruction/replacement of the approach roadways, approach sidewalks, various utilities, bridge railing and pedestrian fencing, joint system, guide railings, pavement striping in the immediate vicinity of the bridge. The length of the proposed bridge will be increased to 145 ft (from existing 111 ft) in order to accommodate two new auxiliary lanes (approximately 1,500ft long) which will be constructed on Cross Island Parkway in both directions. The total width of the bridge will be increased to 138 ft (from existing 125 ft) in order to standardize lane width to 11 ft. Vertical clearance will be increased to a minimum of 14 ft 9 inches.

The construction duration for this project is expected to be 1370 CCDs (45 months). The duration of the proposed Resident Engineering Inspection (REI) services contract is 1552 CCDs (approximately 51 months) which includes 182 CCDs for project closeout phase.

Project Scope of Work:

This project will be completed in four (4) construction stages of varied duration and shall include, but not be limited to, the following work:

- Pre-Construction Submittals and Shop Drawings.
- Obtain required permits.
- Mobilize and set up field office and staging/laydown areas.
- Set up WZTC sequence for multiple stages
- Remove barriers adjacent to pier and the decorative cladding at the end of the pier.
- Remove curbs and soil along right lanes in northbound and southbound directions.
- Install barriers and attenuators to accommodate detours.
- Set up Temporary Utility supports and protect existing utilities
- Remove and dispose of asbestos containing materials, contaminated soils, lead paint, and other regulated materials.
- Install temporary concrete barriers along sidewalks, on either side of the median, on north/south sides, on central and south-central sides of the bridge during different construction stages.
- Remove, dispose and replace existing bridge structure in its entirety.
- Remove of concrete median on bridge.
- Chip off top of concrete sidewalk to expose Con Edison Oil-O-Static HPP Lines.
- Demolish and reconstruct south portion of the bridge and approaches.
- Install new bridge pedestrian fencing and safety barriers.
- Install of new joint system and bearings.
- Construct new abutments, pier, bearings, and backings.
- Construct new approach slabs, approach roadways, approach sidewalks and guide rail.
- Construct new auxiliary lanes along Cross Island Parkway northbound and southbound.
- Construct new median, barriers, and curbs.
- Mill and resurface highway within project limits.
- Stripe new pavement and install traffic signs.
- Replace existing utilities as required.
- Install and connect new 8 - 4" con ed electrical ducts.
- Install and connect new NYCDEP 12" watermain and new Con Edison 12" H.P. Gas line.
- Site restoration works including reinstating shoulders and landscaping.

During construction, the site is to be maintained as described within the specifications. After the work is completed, the contractor shall clean up the work site by removing all rubbish, debris, etc., in a manner satisfactory to the engineer. Also, as detailed in these specifications, noise and dust resulting from construction are to be minimized. All material removed and not designated to be reused shall be legally disposed of immediately away from the site by the contractor, unless otherwise directed by the engineer.

Work Zone Traffic Control: The purpose of work zone traffic control is to provide a safe work area for workers while facilitating the safe and orderly flow of motorists, bicyclists, and pedestrians through the work zone. Union Turnpike will remain open to traffic during the whole construction duration. The construction work will be sequenced in four (04) main construction stages and two

sub-stages (02) of varied durations, starting with the south side of the bridge (Stage 1). Weekend closures will be from Friday 11 pm to Monday 5 am. Detour for Cross Island Parkway traffic will be provided through Hillside Avenue and Little Neck Parkway.

REI Services Tasks:

A. Resident Engineering Inspection Services

The Resident Engineer shall provide to the satisfaction of the Commissioner, through his/her duly authorized representative the Chief Engineer for the Division of Bridges, basic Resident Engineering and Inspection Services for all items of work under the Construction Contract from the date the Resident Engineer is ordered to commence work to the completion of the Construction Contractor's operations, and the acceptance of work under the Construction Contract by the Commissioner. These services are to include monitoring of the Construction Contractor's activities for conformance with the contract documents and specifications, coordination with City and other agencies (e.g., NYC Department of Parks and Recreation- NYCDPR, NYC Landmarks Preservation Commission- LPC), public (NYCDEP) and private utilities (e.g., Con Edison), and monitoring of the condition of the contract site for conformance with the contract documents, so as to provide a safe environment for both workers and the general public. These services may include, but shall not be limited to, the following:

1. Daily Work Report (formerly: Inspector's Daily Report) MURK 1 – description of contractor operations, locations, material used, equipment etc. and Engineer's Daily Contract Diary (formerly: Engineer's Daily Project Diary) MURK 2 – summary of inspectors' work, WZTC, visitors, phone calls, etc.

2. A "Pay Book" template that captures payment tracking for each pay item in compliance with MURK 26 requirements. The pay book must clearly show contractor's name, pay item number, description, amount paid, and remaining balance.

3. Contract Change Request recommendations, stating contract conditions, change conditions, reason for change (non-material scope change, Field condition, Design error, Design omission, administrative change) and independent cost analysis.

4. A "Change Order Log" to be maintained in a consistent format, capturing Change Order Number, Description of Change, Date Approved, Cost Impact, Time Impact, Status (Pending/Approved/Rejected)

5. A Delay/Claims Log" in a standardized format. The log should include, Date of delay or claim, Description of the issue, Responsible party (contractor, agency, third-party), Estimated impact on project timeline, Resolution status.

6. Time Extension recommendation based on review of Contractor's request.

7. Punchlist for Substantial Completion.

8. Project Close-out Package (See Checklist).

9. Provide independent review as requested by the Department, for contractor's designs such as Demolition plan, Erection plan design, submitted by the contractor and signed/sealed by the professional engineer licensed in NYS.

10. Supervise the demolition and erection of structures necessary to protect the public during the construction operations.

11. Spot check, for accuracy, Survey and Stake-out performed by the Construction Contractor.

12. Be responsible for all field measurements, computations and sketches necessary for payment purposes. The final payment package shall be submitted to the chief Engineer for the division of Bridges within one (1) month of the date of final inspection of the Construction Contract.

13. Check the Construction Contractor's layout and concrete form work for correctness, including line and grade.

14. Check placement of all steel reinforcement and structural steel for structures.

15. Notify the Department of any anticipated delays in fabrication, erection or construction.

16. Check the removal, installation and reinstallation of all signs, including the fastening of chains from sign structures.

17. Check layout of conduits, pipes, gas mains, water mains, electrical conduit and lighting equipment, and other miscellaneous structures.

18. Check all electrical wiring, permanent or temporary, for compliance with the plans and specifications.

19. Check the performance of excavation, and compliance with safety standards for sheeting.

20. Check the placement of concrete, structural concrete and asphalt pavements.

    In addition, the Consultant is to supply:

    One (1) concrete slump testing set

    One (1) concrete thermometer

    One (1) asphalt thermometer

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

21. Check the removal of paints containing lead for compliance with plans, specifications and safety standards.

22. Check the painting of steel structures to ensure compliance with both the contract specifications and historical preservation guidelines

23. Prepare and certify all estimates for payment, including extra or additional work, computations, payment vouchers, monthly progress reports, and material balances.

24. Prepare reports, including recommendations for additional or extra work which shall include exact records of labor, equipment and materials related to the extra or additional work which shall be subject to the approval of the Chief Engineer for the Division of Bridges

prior to the issuance of said reports. Independent estimates for extra or additional work shall be provided and, in the format required by the department.

25. Prepare all reports as requested by the Commissioner and/or his/her duly authorized representative.

26. Prepare reports in a form suitable for transmission to the Comptroller and the law Department on claims made during the course of the work and within one year after completion and final acceptance of the work.

27. Prepare all replies to the Contractor's letters and complaints for the signature of the Commissioner and/or his duly authorized representative.

28. Furnish assistance and aid to start and advance the work, such as conferences with interested City Agencies and other parties, when requested.

29. Interpret the contract drawings and add explanatory information consistent with the contract documents.

30. Obtain all required Manufacturer's Certificates as required under the Construction Contract, in accordance with NYCDOT Quality Assurance Manual for the Bridge Rehabilitation Program, dated June 1990 as currently amended.

31. Perform the detailed inspection work and field tests of all materials and items of work in accordance with NYCDOT Quality Assurance Manual for the Bridge Rehabilitation Program, dated June 1990 as currently amended.

32. Monitor contractor compliance with MWBE/EEO training requirements and take necessary actions in accordance with the procedures established by the New York City Department of Transportation or NYC Parks, as applicable

33. Establish and maintain project accounts in accordance with the State Comptroller's Accounting Manual and good accounting practices.

34. Check and confirm all record ("as-built") drawings,

35. Prepare and maintain all project records in accordance with the requirements of the New York State Department of Transportation "Manual for Uniform Record Keeping" (MURK). Resident Engineer shall update and archive all project records electronically, preferably in portable document file (PDF) format, on regular intervals, incorporating any additional requirements from NYC Parks, if applicable

36. The Department will make all final determinations regarding structure-related plan changes, modifications and additions to the contract.

37. The Resident Engineer will process for approval all shop drawings and/or catalog cuts normally approved by City agencies. The Resident Engineer will log and track submission of Shop Drawings to the Department personnel designated or the designated Construction Support Services Consultant. This shall include but not be limited to the list of "all" shop drawings.

38. The Resident Engineer shall attend liaison, monthly progress, coordination, and other such meetings held during the progress of the contract.

39. When required by the Department, the Resident Engineer shall analyze, review, and provide recommendation on all changes in design of proposed work, particularly as they may apply to “Value Engineering” that is proposed by the Contractor. Ensuring that such changes will not compromise the historical character of the bridge.

40. The Resident Engineer shall inspect the maintenance and protection of traffic operations daily entering his observation in the Engineers Diary and shall review and evaluate contractor proposals and make recommendations to the Department. The Resident Engineer’s staff member assigned with this responsibility shall be trained in this area and approved by the Department for this work. This staff shall be designated as “MPT Safety Reviewer” for the project.

41. The Resident Engineer shall maintain the schedule for the project; process contractor-supplied data, analyze and evaluate the results. He shall advise the Department to take all necessary actions to the extent feasible to ensure that the project schedule is met.

42. When required by the Department, the Resident Engineer shall inspect, review and evaluate the contractor’s proposals for handling and disposal of hazardous waste materials.

43. The Resident Engineer shall provide offsite plant inspection of fabricated and/or raw materials used on this project, as directed by the Department. To ensure conformance with the material specifications of the construction contract, the Resident Engineer shall review all inspection reports and test results and make recommendations for acceptance or rejection.

44. The Resident Engineer shall act as the agency’s representative at the job site for the purpose of implementing the “Memo of Understanding” between the NYC Police Department and the Department for the purpose of Construction Site Security.

45. The Resident Engineer shall take and analyze “surface soil samples for lead before, during and upon completion of any lead paint removal. The Resident Engineer shall submit a sampling/analysis/evaluation plan draft form to the Department for approval prior to implementation. This plan shall comply with the Department’s Surface Soil Sampling Requirements.

46. The Consultant shall prepare, furnish and index the complete sets of accurate shop, working and record as-built drawings, catalog sheets, technical bulletins, manuals, diagrams, other printed matter, etc. All record drawings shall be prepared in digital format, CAD and PDF, and transmitted electronically by online file transfer (FTP or cloud service), or by uploading into the NYCDOT SharePoint.

47. The Consultant shall review all submittals of the Contractor for their completeness prior distribution, and they should have their own input comments.

48. The Consultant shall provide a dedicated “Community Liaison”.

49. The Consultant shall provide inspection staff qualified in the rehabilitation of historic structures, including but not limited to salvage, repair, modification, and reinstallation of stone masonry, brick jack arches, stone parapets, and cast-iron architectural elements, in accordance with project specifications, and project commitments to LPC, maintain pedestrians access in accordance with contract documents and Work Traffic Control Plan (WTCZ) plans during construction.

50. The Consultant shall work with Contractor to ensure that the project is in cooperation with NYCDOT Office of Contract Compliance on meeting the requirements of the current Federal and State Equal Employment Opportunity (EEO) and Minority / Women Business Enterprise(M/WBE) regulations. The work shall include but will not be limited to performance of all intermediate compliance reviews, tracking, and reporting in confrontation with the Curren Federal and State Equal Employment Opportunity (EEO), Affirmative Action (AA) and Disadvantaged Business Enterprise (DBE) regulations during the reconstruction of Union Turnpike Bridge over Cross Islan Parkway in the Borough of Queens. The work shall also include, but not limited to, the following tasks:

    (a) Review of all payrolls for compliance with EEO and prevailing wage requirements, including periodic site visits to perform prevailing wage interviews.

    (b) Inspection of construction site for consonance of the work performed by the DBE.

    (c) Provide training to the Consultant, Contractor (including their subcontractors) on DBE programs, EEO regulations and the ensuing reporting requirements.

    (d) Attend progress meetings, as and when requested by the consultant and OCC.

    (e) Prepare and submit periodic progress reports, regulatory forms and other submittals, as needed and as required for compliance with the current federal, state and city regulations.

    (f) Any other incidental work necessary to ensure that the Contract is in conformance, in terms of all reporting with a federal, state, and city promulgated DBE, EEO and Prevailing Wage requirements.

    (g) Have a working knowledge of the NYSDOT electronic DBE I EEO reporting system, known as EBO or Equitable Business Opportunities system.

    (h) Prepare for and coordinate an in-depth EEO/AA and DBE compliance audit during the construction contract.

51. The consultant shall monitor and verify landscape restoration, tree protection (in coordination with the Consultant's Arborist), erosion, sediment control measures, soil management, soil treatment and topsoil placement, site runoff in accordance with contract specifications and the latest NYCDPR and NYCDEP requirements.

52. The Consultant shall ensure that all required protection measures are implemented to prevent contamination, and other environmental effects to nearby water bodies, if any.

53. It is the responsibility of the consultant to adjust the level of staffing to be proportionate with field operations.

B. Materials Testing Services

The Resident Engineer shall retain, in accordance with all City rules and regulations in connection with retaining services other than Professional Engineering, the services of a qualified Laboratory to provide detailed testing for all materials normally tested under New York State Department of Transportation construction projects and for which no provisions have been made. In no event,

however, shall the Resident Engineer utilize the services of the Laboratory without prior written authorization by the Commissioner or his duly authorized representative.

C. Finalization Services

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

Special Notes:

1. The REI Consultant shall provide resident engineering inspection services to ensure that the work of the Contractor conforms to the provisions of the contract documents. In addition, the REI Consultant shall work with the Contractor to ensure that the project is in compliance with NYCDOT Office of Contract Compliance in meeting the requirements of the current Federal and State Equal Employment Opportunity (EEO) and Minority / Women Business Enterprise (M/WBE) regulations.
2. The REI Consultant shall provide a Constructability Review in accordance with NYSDOT Engineering Instruction 99-013 to ensure rational bids and to minimize problems during construction.

   Titles required for constructability review are as follows:

   - Project Manager - Level A-VII (Part time)
   - Resident Engineer – Level A-VI (Part time)
   - Senior Construction Engineer - Level A-V (Part time)
   - Construction Review Specialist – Level A-V (Full time)
   - CPM Scheduler - Level A-V (Part time)
   - MPT Safety Reviewer - Level A-IV (Part time)
   - Estimator - Level A-IV (Part time)

3. The bridge super-structure (parapet/railing and deck) demolition plans of the Contractor shall be reviewed by Resident Engineering Inspection Firm's independent Professional Engineer licensed in NYS in addition to Construction Support Services (CSS).
4. Prior to superstructure removal REI shall ensure that all historically significant architectural elements, such as decorative stone corbels, are properly documented, safely removed, and stored. These elements shall be repaired, restored, and reinstalled in conformance with the contract documents and specifications. REI shall make the required coordination with NYC DPR and NYC DOT.
5. None of the accepted REI staff shall be allowed to be removed from the Project unless a

suitable replacement is accepted by NYCDOT's Engineer-In-Charge (EIC). For that purpose, resumes of at least three prospective candidates will be required.

6. The requirements for **REI key titles**:

Project Manager – Level A-VII (Part Time):

The Project Manager shall be a Professional Engineer (PE) licensed and registered in the State of New York with a minimum of eight (8) years of engineering/construction management experience. This must include ten (10) years working on major highway, bridge or roadway construction projects for the NYSDOT/NYCDOT, including painting work. The Project Manager should have familiarity with managing projects in densely populated areas (such as NYC metropolitan area), over major highways or waterways, and coordinating with multiple agencies including the New York City Department of Environmental Protection (NYCDEP), the New York City Department of Parks & Recreation (NYC Parks), the New York State Department of Transportation (NYSDOT), the New York State Department of Environmental Conservation (NYSDEC), the New York State Office of Parks, Recreation and Historic Preservation(NYS OPRHP), various entities of the Metropolitan Transportation Authority (MTA), the NYCDOT Office of Construction Mitigation & Coordination (OCMC), private utilities, and community groups.

Resident Engineers - Level A VI (Full time):

The Resident Engineer shall be a Professional Engineer licensed and registered in the State of New York with at least ten (10) years of engineering/construction management experience. This must include a minimum of seven (7) years serving as a Resident Engineer (RE) on major highway, bridge or roadway construction projects for the NYSDOT or NYCDOT, including experience with painting work. The RE should have solid understanding of NYS/NYC standard specifications, the MUTCD and the MURK. The RE should be familiar with managing projects in densely populated areas (including the NYC metropolitan area) and over major highways or waterways, coordinating with multiple agencies including the New York City Department of Environmental Protection (NYCDEP), the New York City Department of Parks and Recreation (NYC Parks), NYC Landmarks Preservation Commission (LPC), New York State Department of Environmental Conservation (NYSDEC), the NYCDOT Office of Construction Mitigation & Coordination (OCMC), private utilities, and community groups.

Assistant Resident Engineer – Level A-V (Full time)

Office Engineer – Level A-III or N-IV (Full time):

The Office Engineer shall have a bachelor's degree in engineering and at least five (5) years of NYSDOT/NYCDOT bridge construction/rehabilitation experience as an Office Engineer.

Chief Inspector – Level A-III or N-IV (Full time):

The Chief Inspector shall have at least seven (7) years of experience in NYSDOT or NYCDOT bridge construction/rehabilitation projects. Completion of OSHA 30-Hour

Construction Safety training and a valid ACI Concrete Field-Testing Technician Grade I certification are required for this title.

Senior Inspector – Level N-III (Full time)

Inspector – Level N-II (Full time)

Public Outreach Liaison (Full time):

The Public Outreach Liaison shall have at least three (3) years of experience in supporting construction projects and working with stakeholders, Community Boards, elected officials, public, and various agencies, as needed.

7. In addition to construction Inspection key staff, the following support staff shall be required:
    - Estimator - Level A-IV (Part time)
    - Critical Path Method (CPM) Scheduler – Level A-V (Part Time) – requires familiarity with the latest version of Primavera and having 8+ years of experience in construction scheduling including 4+ years in NYCDOT/NYSDOT bridge project.
    - MPT Safety Reviewer – Level A-IV (Part time): requires OSHA 30-Hour certification, ATSSA Traffic Control Supervisor certification and 5+ years of experience in managing/auditing/reviewing work zone safety and logistics in construction projects on high-volume NYC arterials.
    - Arborist, Level A-III (Part time)
    - Hazmat/Environmental Inspector – Level N-III (Part time)
    - Electrical/Mechanical Inspector - Level N-III (Part time)
    - Senior Coating Inspector– Level AMPP-III (Part Time): AMPP Senior Certified Coating Inspector (previously known as NACE CIP-III) with 5+ years of bridge coating inspection experience.
    - CAD Technician (Part Time)
8. The computer hardware and software shall be upgraded on as needed basis or as directed by the EIC of the Department. In addition to this, the REI Consultant shall acquire internet-based conference call capabilities for the NYCDOT field office. All the expenditure related to items is chargeable to out of pocket expenses (OPE).
9. In addition to hard files of the Project Record Keeping as per MURK (Manual for Uniform Record Keeping) requirements, electronic versions of all documents shall be maintained. Further, all e-mails of the entire project (incoming or outgoing) shall be maintained as part of the project's digital record keeping system. REI Consultant will be responsible for Daily Backup of all digital (Electronic Data files) data for the entire project including its security and safety against fire and theft. Therefore, REI consultant shall be required to maintain a localized mini server in the field office for inter-field office computer networking as well as daily backup system.
10. As built drawings must be completed and submitted for approval to NYCDOT ER (Engineering Review Unit) within 30 days of the Substantial Completion date of the project. As-built drawings shall be marked in red lines on a daily basis in the field office

drawing set designated for markup as built drawings. No payment shall be made to the Consultant for "As Built Drawings Markup" work beyond substantial completion date. All billings must be done electronically through NYCDOT File Transfer Protocol (FTP) sites.

11. The REI consultant and its sub-consultant shall adhere to all applicable current Federal, State and Local City rules and regulations, and make sure that the Contractor complies with all federal, state or local rules along with regulatory permit conditions, and the health and safety plan for the contractor during the construction work.
12. Out-of-Pocket Expenses:
    a. This money is reserved for, including but not limited to the following items.
    b. Travelling, Express mailing, printing and reproduction of contract documents, office equipment and upgrade of hardware and software
    c. Construction Project Management Software (called FACS)
    d. Setting up conference call facility in Field Office and setting up storage data at remote facility, website development and production electronic media record for As Built drawings, etc.
13. Requests for appointments to review available specs, plans, and documents are to be made to the Agency Chief Contracting Office, 55 Water Street, 8th Floor, New York, New York 10041.
14. Requests for Site Visits are determined at the sole discretion of the Agency.

I. GENERAL REQUIREMENTS

A. The Consultant shall provide continuous resident engineering inspection services and testing of materials, with a staff commensurate with the level of construction activity until completion and final acceptance of the Construction Contract work. In the event of a work stoppage or a winter shutdown, or as the situation warrants, the Consultant shall reduce its workforce appropriately or as directed by the Commissioner. The relevant **Labor Cost Proposal Form(s)** of the General Requirements indicates the approximate level of competence required of the field and office operation staff, together with estimated durations of employment.

B. The Consultant agrees to provide, to the satisfaction of the Commissioner, all necessary resident engineering and inspection services, and testing of materials as may be required in connection with the actual construction of the project, which includes all general construction and incidental work, such that the completed construction conforms to the plans, specifications, and requirements of the Contract and to good construction practice, and to standard practices and policies of the City.

The Consultant specifically agrees that: (a) its sub-consultants, agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform; (b) the firm shall not subcontract more than 49% of the total hours; (c) it will comply with the provisions of the Labor Law and all State Laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of the Agreement; including all MWBE provisions and (d) it will secure all licenses and permits, if any, that are necessary for the performance of its duties under this Contract. In fulfillment of provision (a) above, the Consultant shall submit a resume for each employee prior to assignment to the contract, for review and approval by the Chief Bridge Officer for the Division of Bridges. The Resident Engineer shall be a Professional Engineer licensed in the State of New York.

The remainder of the Consultant Resident Engineering staff who perform any work pursuant to this contract shall meet the following criteria in conformance with the New York State Engineering Licensure Statute:

1. All engineering positions shall be staffed by engineers. No technician/technologist can fill an engineering position; however an engineer may fill any technician/technologist position.

2. In accordance with the American Society of Civil Engineers (ASCE) guidelines, ASCE titles are to be used for engineers who have graduated from an Accreditation Board for Engineering and Technology (ABET) recognized engineering program. ASCE defines nine (9) engineering grades, i.e. ASCE I/II through ASCE IX. ASCE IV and above requires a New York State Professional Engineer (PE) license. ASCE grades are applicable to all engineering disciplines.

3. The National Institute for Certification in Engineering Technologies (NICET) titles are allowed but cannot substitute ASCE titles. However, ASCE titles may replace NICET titles. NICET titles (i.e. NICET I, II, III, IV) were developed to certify various levels of technical

competence. The role of NICET certified technicians and technologists is to assist engineers in discharging their responsibilities

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

5. No substitutions for approved employees shall be permitted until the resume of the replacement employee is approved. The Commissioner, or duly authorized representative, shall have the right at all times to inspect the work of the Consultant and the Construction Contractor(s).

The following information shall be provided for all of the Consultant's employees that require access to the work area and who have not been screened pursuant to security zone and exclusionary area requirements: name, date of birth, alien registration number and social security number. If required, the information will be submitted to the Coast Guard for background screening purposes. Social security numbers will not be submitted if a written request is received along with the information that the social security number is not to be submitted. Failure to submit a social security number may result in a delay in the Coast Guard's assessment which may prevent access to restricted areas within the work area.

C. NYCDOT and the Consultant shall make all technical data in regard to the Contract available to the other party to this Agreement without expense to such other party, or additional compensation to the Consultant.

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

E. Public Outreach Liaison ("PO Liaison")

Under the direction of the Engineer, the Consultant shall provide a dedicated Public Outreach Liaison to support the project with the distribution of timely, accurate, and constructive information. The PO Liaison will assist NYCDOT by attending community meetings, advising and providing updates the community regarding the plans, schedule and progress of the project. The PO Liaison will also be responsible for coordinating and responding to questions from the public, maintaining mailing lists, issuing newsletters, press releases, and brochures, as well as other associated tasks. The PO Liaison must possess extensive community and public relations experience, a superior command of the English language, and excellent communication skills in order to carry out the aforementioned responsibilities.

Specific tasks to be performed by the PO Liaison include:

a. Plan and implement a public outreach program. This program will detail the outreach procedures that will be utilized throughout the entire project, such as press releases, public advisories, dedicated hotlines and web sites. This program will also include intense start-up information distribution such as press fact sheets, travel advisories and if directed, require attendance at public and local meetings to establish the sub-consultant office contact.

b. Identify key community leaders and establish points of contact with elected officials, community boards, civic/merchant groups, etc. for ongoing dialogue and liaison.

c. Create mailing lists of elected officials, Community Boards, community groups, etc. for effective information distribution.

d. Foster ongoing communication and coordination through regular updates, telephone contacts, field visits with community and other entities having jurisdiction such as the Transit Authority and OCMC.

e. Maintain telephone and visitor logs.

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

g. Prepare and upon approval issue project brochures, which will be printed and distributed prior to roadway closures to inform bridge users of the anticipated closures and offer alternatives. The brochures will be included in the press releases for each roadway closure.

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

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

F. No sub-consultant work shall begin without the specific written consent of the Deputy Chief Engineer.

II. RESIDENT ENGINEERING AND INSPECTION

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

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

C. It is the exclusive responsibility of the Construction Contractor(s), to determine the "Means and Methods of Construction", as defined in Article 2 of the Agreement section of the Standard Specifications of the Bureau of Highway Operations, dated June, 1986, as amended. However, if the Consultant reasonably believes that the means and methods of construction proposed by the Construction Contractor(s) will constitute or create a hazard to the work, or to the persons or property, or will not produce finished work in accordance with the terms of the Construction Contract, such means and methods must be reported to the Commissioner.

D. The Commissioner will assign a City employed engineer to review the performance of the Consultant and to serve as liaison between the Department and the Consultant. This City engineer shall be the senior authority in the field, and the Consultant shall be responsible to this representative of the Commissioner.

E. It shall be the responsibility of the Construction Contractor(s) to accomplish the work in accordance with the pre-established construction schedules. The Consultant, however, shall advise the Commissioner when a Construction Contractor's progress falls behind the pre-established and approved construction schedule.

F. If required by the Commissioner, the Consultant shall review the adequacy of the Construction Contractor's personnel and equipment and the availability of its necessary materials and supplies. Special attention shall be directed to the Construction Contractor's adherence to the construction progress schedule prepared by the Contractor under Article 9 of the Agreement section of the Standard Specifications of the Bureau of Highway Operations, dated June 1986, as amended.

III. SERVICES TO BE PERFORMED

A. Resident Engineering Inspection Services

For all items of work under the Construction Contract from the date the Consultant is ordered to commence work to the completion of the Construction Contractor's operations, and the acceptance of the work under the Construction Contract by the Commissioner, the Consultant shall provide to the satisfaction of the Commissioner basic resident engineering and inspection services as specified herein. Basic resident engineering and inspection services include, but are not limited to:

1. Monitoring of the Construction Contractor's activities for conformance with the contract documents, coordination with City Agencies and public and private utilities, and monitoring the condition of the contract site for conformance with the contract documents, so as to provide a safe environment for both workers and the general public.

2. Supervision of the erection of structures necessary to protect the public during the construction operations.

3. Checking detour and maintenance of traffic routes on a regular basis to insure compliance by the Construction Contractor.

4. Spot-checking for accuracy the survey and stake-out performed by the Construction Contractor.

5. Responsibility for all field measurements, computations and sketches necessary for payment purposes. The final payment package shall be submitted to the Chief Bridge Officer for the Division of Bridges within one (1) month of the date of final inspection of the Construction Contract.

6. Checking the Construction Contractor's layout and concrete form work for correctness, including line and grade.

7. Checking placement of all steel reinforcement and structural steel for structures.

8. Notifying the Department of any anticipated delays in fabrication, erection or construction.

9. Checking the removal, installation and reinstallation of all signs, including the fastening of chains from sign structures.

10. Checking layout of conduits, pipes, gas mains, water mains, electrical conduit and lighting equipment, and other miscellaneous structures.

11. Checking all electrical wiring, permanent or temporary, for compliance with the plans and specifications.

12. Checking the performance of excavation, and compliance with safety standards for sheeting.

13. Checking the placement of concrete, structural concrete and asphalt pavements.

In addition, the Consultant shall supply:

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

These items are considered tools of the trade and are part of overhead and not to be included in Out-of-Pocket Expenses.

14. Checking the removal of paints containing lead for compliance with plans, specifications, and safety standards.

15. Checking the painting of steel structures.

16. Preparing and certifying all estimates for payment, including extra or additional work, computations, payment vouchers, monthly progress reports, and material balances.

17. Preparing reports, including recommendations for additional or extra work which shall include exact records of labor, equipment and materials related to the extra or additional work, which shall be subject to the approval of the Commissioner prior to the issuance of said reports.

18. Preparing all reports as requested by the Commissioner.

19. Preparing reports in a form suitable for transmission to the Comptroller and the Law Department on claims made during the course of the work and within one year after completion and final acceptance of the work.

20. Preparing all replies to the Contractor's letters and complaints for the signature of the Commissioner.

21. Furnishing assistance and aid to start and advance the work, such as conferences with interested City Agencies and other parties.

22. Interpreting the contract drawings and adding explanatory information consistent with the contract documents.

23. Substantiating the quality and checking the placement of all pre-cast pre-stressed structural elements when they are to be used on the project.

24. Obtaining all required Manufacturer's Certificates as required under the Construction Contract, in accordance with NYCDOT Quality Assurance Manual for the Bridge Rehabilitation Program, dated June 1990 as currently amended.

25. Performing the detailed inspection work and field tests of all materials and items of work in accordance with NYCDOT Quality Assurance Manual for the Bridge Rehabilitation Program, dated June 1990 as amended.

26. Checking and approving the Contractor's pile layout, condition of piles, treatment of piles, pile driving equipment and method of pile driving, and certifying pile records, locations and lengths.

27. Checking and approving the installation and operation of all electrical and mechanical bridge operating equipment and appurtenances.

28. Monitoring Contractor compliance with Minority and Women Owned Business Enterprise ("M/WBE") and Equal Employment Opportunity ("EEO") and training requirements and taking necessary actions in accordance with the procedures established by the New York City Department of Transportation. The consultant shall seek guidance and direction involving M/WBE issues from the ACCO's Office of Contract Compliance.

29. Establishing and maintaining project accounts in accordance with all applicable Comptroller Directives and good accounting practices.

30. Evaluating the performance of the Contractor and/or its Sub-contractors on this project by completing and submitting to the Commissioner the City's construction contractor performance evaluation form when 50% of the Contract is vouchered and at Substantial Completion (as defined in the Construction Contract). The form shall be submitted to the Commissioner no later than fifteen (15) calendar days after the occurrence of these events.

31. Checking and approving all record as-built drawings.

32. Preparing fixed asset inventory forms.

33. Preparing and maintaining all Project records in accordance with the requirements of the New York State Department of Transportation Manual for Uniform Record Keeping ("MURK").

34. Processing for approval all shop drawings and catalog cuts normally approved by City agencies, and logging and tracking submission of shop drawings to the Departmental personnel designated or the designated CSS including, but not limited to:

    a) Electrical and lighting equipment

    b) New York City Transit Authority ("NYCTA") power, communications and switching equipment

    c) The list of all shop drawings.

35. Attending liaison, progress, coordination and other such meetings for the duration of the Contract.

36. When required by the Department, the Consultant shall analyze, review, and provide recommendations on all changes in design or proposed work, particularly as they may apply to value engineering that is proposed by the Contractor.

37. Shall train and assign an employee, designated as the Project MPT Safety Officer, to inspect the maintenance and protection of traffic operations on a daily basis, to keep a

record of findings in the Engineer's Daily Project Diary (MURK form) and to review and evaluate contractor proposals and make recommendations to the Department.

38. Maintaining the schedule for the Project, processing contractor-supplied data, analyzing and evaluating the results, and advising the Department to take all necessary actions to the extent feasible to ensure that the Project schedule is met.

39. Inspecting, reviewing and evaluating the Contractor's proposals for handling and disposal of hazardous waste materials.

40. Providing offsite plant inspection of fabricated and/or raw materials used on this Project, as directed by the Department, and reviewing all inspection reports and test results to ensure conformance with the material specifications of the construction contract, and making recommendations for acceptance or rejection of the Work.

41. Acting as the agency's representative at the job site for the purpose of construction site security, including any coordination with NYC Police Department.

42. Having the in-house specialized capability or a specialized sub-consultant to handle the agency's air monitoring program
.
43. Collecting and analyzing surface soil samples for lead before, during and upon completion of any lead paint removal and submitting a sampling, analysis, and evaluation plan draft, as specified in the Department's Surface Soil Sampling Requirements, to the Department for approval prior to implementation.

44. Preparing and furnishing complete sets of accurate shop, working and record as-built drawings, catalog sheets, technical bulletins, manuals, diagrams, other printed matter, etc. as required which shall show the work as actually installed in compliance with the provisions of the Specifications for the Preparation of Record Drawings and Electronic Media attached herein (see Attachment No. 2).

45. Reviewing all payrolls and signing in/out sheet to ensure that prevailing wage and benefits are being paid by the contractor and subcontractors, that the sign in/sheet are completely filled out and compared with the payrolls., and reporting any discrepancies to the Contractor and the ACCO's Office of Contract Compliance.

46. Interviewing, once a month, a random sampling of employees of the Contractor and subcontractors to ensure that prevailing wages and supplemental benefits are being paid; maintaining a record of the interviews at the Consultant's field office and forwarding copies to ACCO's Office of Contract Compliance.

47. Supplying equipment for engineer's field office, including computers and two-way radio communication systems, including but not limited to as specified in Attachment No. 3.

48. At the Department's direction, the Consultant shall submit some or all project and contract related information electronically using a Department-provided information management system.

B. Materials Testing Services

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

C. Finalization Services

For finalization services, the Consultant shall prepare and submit, in accordance with the directions of the Commissioner, the final payment package, and shall compile and submit to the Commissioner all final project records including all laboratory and plant testing reports, manufacturer's certificates, survey field books, inspector's reports, monthly and final estimate records, as-built drawings conforming to the Department's standards showing all changes from Contract plans and other pertinent data, photographs of various phases of construction (to be supplied by the Construction Contractor), and all other data which may be required for the proper completion and records of the construction contract.

D. Constructability Review

In addition to the stated tasks and responsibilities listed herein, if requested in writing by the Department, within 70 calendar days from date of written notification by the Department, the Consultant shall complete a Constructability Review for the project that is the subject of this Contract. The Consultant shall complete and submit a separate cost for the Constructability Review as per requirements of this Contract (such Constructability Review shall be in accordance with the New York State Department of Transportation Engineering Instruction 99-013, unless otherwise directed by the Department). In the event that the Department determines to not request a Constructability Review pursuant to this Contract, the Consultant shall not be entitled to any compensation for such determination.

IV. PAYMENTS

A. BASIS

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

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

2. For Materials Testing Services, payment shall be made on the basis of direct reimbursement or out-of-pocket expenses.

3. For Finalization Services, payment shall be made on the basis of total direct technical

field salaries times a technical field multiplier, plus certain out-of-pocket expenses, as defined herein.

B. DEFINITIONS

1. The words “the Principals” or “the Principals of the Firm” are understood to mean those individuals in a firm who possess legal responsibility for its management, including owners, corporate officers, associates, partners, etc. With respect to a corporation, a principal is further defined as that person who owns ten (10) percent or more of the voting stock.

2. Direct Technical Salary Cost

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

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

3. Principals' Time

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

a. The rate of compensation for Principals' Time as stated herein before, shall not exceed One Hundred Dollars ($100.00) per hour, to be based on actual draw.

b. The Principals participating in the Project shall provide the Commissioner with a demonstration certifying his or her actual draw from the firm on an average weekly basis. Where said rate exceeds Fifty Dollars ($50.00) per hour, the principal participating in the project shall provide the Commissioner with a notarized statement by a certified public accountant that such rate does not exceed the principals' annual direct compensation, excluding profit, computed on an hourly rate. The amount payable for Principals' Time shall not be included in the technical salary cost base and is not subject to any multiplier.

c. The Principals participating in the Project shall maintain a daily log of their participation, which shall be available for inspection by the Commissioner and the Comptroller of the City.

d. The Commissioner shall certify that direct participation by the Principals is essential to the effective and economic completion of the Project.

e. The total compensation for the Principals' time shall not to exceed thirty-five percent (35%) of the total Not To Exceed Fee as stated herein.

f. In the event that a Principal assumes the specific assignment of responsibilities

normally allocated to a technical member of the project team, said Principal shall be compensated at a rate corresponding to the technical salary commensurate with that assignment times an adjusted (where appropriate) multiplier, said multiplier to be established by Department's Engineering Audits Office to avoid duplication of indirect expenses. (The adjusted multiplier is calculated by decreasing the consultant multiplier by 10%).

4. Out-Of-Pocket Expense

Out-of-pocket expenses shall be limited to:

a. The cost of acquiring, on a per diem basis, the services of other experts or Consultants as may be required for the performance of the Consultant's services are subject to the same audit rules as the prime consultant.

b. The costs of the use of motor vehicles, owned by the Consultant or employees of the Consultant or leased and maintained by the Consultant and used exclusively for the performance of this Contract, shall be compensated on a direct mileage basis in accordance with the standards as established for reimbursement allowances for City personnel by the current edition of Directive #6, NYC Comptroller. The costs of MTA OMNY Cards and tolls within the city borders are reimbursable as Out-of-Pocket Expenses. However, cost of parking is not reimbursable.

c. The cost of printing and duplicating for this Project by an outside vendor is reimbursable as Out-of-Pocket Expense based on the submitted invoice. Cost of printing by in-house services is not reimbursable.

d. The cost of renting materials or equipment, or acquiring services specifically for, and applicable only to, this project may be submitted for direct payment as Out-of-Pocket Expenses. This shall not include the purchase of general tools or office supplies whether expendable or reusable.

e. The costs of the specified registered mailing and/or FEDEX type services directed by the Department are reimbursable as Out-of-Pocket Expenses. United States Postal Service postage, messenger service, etc. are not reimbursable.

f. The cost of project related long distance telephone calls are reimbursable as Out-of-Pocket Expenses.

g. The cost of acquiring the services of a licensed surveyor, as may be required, for performing surveying and/or plotting of surveys are reimbursable as Out-of-Pocket Expenses.

h. The costs of equipment services for Engineer's Field Office, as specified in see Attachment No.3, are reimbursable as Out-of-Pocket Expenses.

i. The cost of project specific photographic film, developing and printing services are reimbursable as Out-of-Pocket Expenses.

j. The costs of retaining the services of a qualified contractor, or contractors, to provide

for, Soil Investigation and Testing Services, Test Pits, Soil Boring, Pressure Tests, Video Pipe Surveys, Sounding/Ground Penetrating Radar, Probe Holes, Non Destructive Testing of Watermains, Subsurface Void investigation, and Water Testing, Concrete Coring and Concrete Core Testing Services, Concrete Encasement Removal, Steel Sampling, Underwater Inspection are reimbursable as Out-of-Pocket Expenses.

k. The costs of procurement of copies of documents, data sheets, drawings and reports for reference and information.

l. The costs of project specific miscellaneous items approved by the Deputy Chief Engineer are reimbursable as Out-of-Pocket Expenses.

Out-of-Pocket expenses are subject to audit by the Department. Consequently, the Consultant shall maintain and submit to the Department as part of his or her monthly payment voucher, time and material records for all Out-of-Pocket expenses incurred during that month and submitted for reimbursement in connection with the services herein contained. The Consultant's sub-contractors and its sub-consultants are subject to the same requirements governing the documentation and reimbursement of Out-of-Pocket Expenses.

5. Indirect Costs and Overhead

a. Indirect Costs are costs of a general nature which are not directly attributable to the Project, including fringe benefits, taxes, insurance premiums, postage, office supplies, motor vehicles, equipment, office machine and computer rentals, depreciation on purchased equipment, maintenance and operation costs, recruitment, temporary facilities, consultant fees, overhead (see below) and any such costs as are necessary to conduct the Consultant's operations with the exception of those cost items which are submitted to direct payment as Out-of-Pocket Expenses.

b. Overhead expenses are indirect costs of operating the Consultant's business, including, but not limited to: rent, utilities, salary costs of administrative and clerical work (including administrative services of the Principal and Technical Typing), fringe benefits, payroll expenses, taxes, insurance, legal and professional fees, bank service charges, depreciation, office supplies and equipment, maintenance, etc.

6. Overtime Premium Compensation

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

7. Weekend/Night Work Differential

Weekend/night work differential shall be compensation over and above the daily wage rate for normally scheduled non-overtime shift work either on weekends or between the hours of 6:00 P.M. and 8:00 A.M. The weekend/night work differential shall be limited to

a maximum of ten percent (10%) of actual base pay for applicable time worked during the differential periods, exclusive of overtime premium pay, and shall be paid in accordance with the standards as established for reimbursement allowances for City personnel. In no event however, shall the rate of overtime premium compensation exceed the Consultant's normal company policy relating to such compensation.

8. Performance Evaluation

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

C. PAYMENTS

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

1. For Resident Engineering Inspection Services and Finalization Services, payments shall be made based on direct technical field salaries of the Consultant times a technical field multiplier.

* The agency will consider the proposed interim multiplier for establishing Total Contract Fee (including DTL, interim overhead & Maximum Profit of 10%). The interim multiplier will be based on currently available information on Consultant Company's overhead and profit. This multiplier is subject to audit and revision in accordance with applicable NYC Comptroller's Directive on an annual basis when the actual overhead information for the respective year becomes available. Suitable adjustments to the previous payments will be made accordingly upon completion of contract and when multiplier information is available. As needed, the additional fund for the overhead and profit will be added via Change Order by the Agency at the discretion of the Agency.

2. For approved Out-of-Pocket Expenses, including materials testing services, Overtime Premium Compensation and allowable time for Principals' services, payments shall be made on the basis of direct reimbursement at cost to the Consultant, with no markup for the Consultant's overhead and profit.

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

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

d) Out-of-Pocket Expenses, Overtime Premium Compensation and compensation for Principals' time approved by the Commissioner shall be paid at cost to the Consultant, with no markup for the Consultant's overhead and profit.

e) The last and final payment to the Consultant shall become due and payable upon the actual completion of the work under this Contract and the filing by the Consultant with the Commissioner of all records and documents in connection with the project, including the record ("as built") drawings of the Project.

f) The final voucher shall be accompanied by a statement certifying and scheduling the total direct technical salary costs of the Consultant attributable to the Contract.

g) The fee and all payments shall be subject to review and audit by the Department and subject to a post audit by the Comptroller.

h) The fee shall not be increased for any reason except as provided herein or where such increase is due to a material change in scope of work.

i) To provide full coverage for field operations, the required overtime work must be authorized by the Commissioner. The Consultant shall be paid straight Direct Technical Labor (DTL) for additional actual hours worked times the technical field multiplier. The premium portion of the overtime (overtime premium) will be compensated without any multiplier.

j) The annual daily wage rates, exclusive of applicable weekend/night work differential, shall not exceed the average hourly rates as shown on the Labor Cost Proposal Form(s). However, the Consultant may periodically, but not more than once per contract year, request, in writing to the Department, to have these rates adjusted. This adjustment shall be subject to the approval of the Chief Bridge Officer for the Division of Bridges and the Engineering Audit Officer and shall be within the parameters as established in the U.S. Bureau of Labor Statistics Employment Cost Index for Professional Specialty and Technical Workers - Wages and Salaries.**

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

k) In addition to any other requirements contained herein, the Consultant is advised that all payments due under this contract are subject to various directives issued by the Office of the Comptroller regarding the auditing of payment to consultants. Such directives are:

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

Said Directive may be obtained from the Project Engineer.

D. OVERTIME

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

a) Compensation shall be paid according to the following schedule and the Department's policy on overtime reimbursement for Consultant employees, subject to an audit by the Department of Transportation and to a post audit by the Comptroller. In no event, shall the rate of overtime compensation exceed the Consultant's normal Company Policy relating to such compensation.

Overtime Compensation Schedule:

Level	Overtime Category
ASCE VI & above	A (No overtime compensation)
ASCE IV & V	B (Overtime compensation at straight time rate)
ASCE I, II & III	C (Overtime compensation at straight time rate x 1.5)
NICET I, II, III & IV	C (Overtime compensation at straight time rate x 1.5)

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

E. CONSTRUCTION TIME

In the event that the Consultant's Resident Engineering Services are required to perform field inspection beyond the specified construction duration and the maximum fee has been expended, the maximum fee shall be increased, subject to the approval of the Director of the Office of Management and Budget, and compensation thereafter shall be made as herein specified. However, the Consultant shall first submit a proposed Manning Schedule, for the anticipated remainder of the construction period, for the approval of the Commissioner and the Director of the Office of Management and Budget. If the Construction Contractor performs the work in such a manner, or at such a number of simultaneous locations, as to require the Consultant, under the direction of the Commissioner, to provide additional inspectors such that the total inspection manpower, in person-days, shown on Labor Cost Proposal Form(s), will be exceeded, then this condition will be considered a change in the scope of this contract and a change order will be issued, subject to the approval of the Director of the Office of Management and Budget, increasing the maximum fee. For the purposes of this Article, construction duration, in connection with field inspection, is scheduled as follows: 1370 Consecutive Calendar Days from Notice to Proceed for the Construction Contractor. However, final completion of construction occurs after final inspection of the Project and the Commissioner's determination that no further work remains to be done at the site(s).

F. The Consultant shall use and occupy the Engineer's Field Office as provided for in the detailed specifications of the Construction Contract, during the progress of the Construction Contract and until the completion and acceptance of the work by the Commissioner.

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

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

I. Monthly Progress Payments

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

a) The Consultant shall inform the City and the sub-contractors and the sub-consultants of the Consultant's schedule for submitting monthly vouchers for payment to the City. Said schedule shall be strictly adhered to by the Consultant.

b) All Sub-Contractor and Sub-Consultant requests for payment received by the Consultant at least ten (10) calendar days prior to a scheduled monthly request for payment, shall be included in that monthly request for payment, even if the Consultant does not have other costs to submit for that period. The Consultant shall inform the Sub-Contractor or Sub-Consultant of the date the monthly request for payment was submitted to the City and the amount included for the Sub-Contractor or Sub-Consultant.

c) The Consultant is required to make partial payments to all Sub-Contractors or Sub-Consultants within ten (10) calendar days of receipt of payment from the City.

J. The duration of this Resident Engineering Inspection Services contract shall be the construction duration plus 182 Consecutive Calendar Days beyond the completion of construction.

To:		*New York State Department of Transportation* **ENGINEERING INSTRUCTION**	**EI 99-013**

Title: **CONSTRUCTABILITY REVIEW**

Distribution:		Approved:	
. Manufacturers (18)	. Surveyors (33)		
. Main Office (30)	. Consultants (34)		
. Local Govt. (31)	. Contractors (39)	J. F. Tynan	04/26/99
. Regions/Agencies (32)	. _____( )	James F. Tynan, Construction Division	Date

This Engineering Instruction (EI) supersedes EI 91-30. It is anticipated that this guidance will be contained in a future update to the administrative section of the Construction Supervision Manual

PURPOSE. This EI updates the Department's policy for conducting constructability reviews.

EFFECTIVE DATE. This EI is effective immediately.

BACKGROUND. The Department recognizes the need for contract documents that will ensure rational bids and minimize problems during construction. The Constructability Review establishes a formal as well as a routine plan review. A significant aspect of developing high-quality contract documents is to incorporate review processes in all phases of a project to assess its constructability. Constructability reviews have the potential to minimize the number and magnitude of changes, disputes, cost overruns, and delays during construction.

A successful constructability review process must follow an established methodology similar to value engineering. The process must be flexible enough to be applied to all types of projects handled by the Department. Furthermore, the process must address the critical issues impacting today's transportation construction projects such as, ease of construction, environmental factors, construction phasing and scheduling, and project safety. To obtain maximum benefit from a constructability review, it must be initiated early enough to give the Regional Construction Group and others sufficient time to review the project, and then sufficient time to allow the designers to incorporate the recommended revisions. It is recommended the constructability review be conducted not later than the Advance Detailed Plans (ADP). The ADP phase provides the reviewers nearly complete detailed plans for Constructability Review. For large projects the Region may want to consider doing reviews during earlier phases of the design.

The Constructability Review Process (CRP) must be flexible in order to adapt it to specific project characteristics and requirements. Similarly, the CRP can be modified to be consistent with the Regions' approach to project development, policies, and resource availability. A key factor in determining the scope or type of the CRP is project complexity. Typically, total project cost and total work-hour effort reflects a level of complexity. Projects located in an urban setting and those involving reconstruction or grade separation are often more complex. Projects that involve many interfaces with other government agencies, utilities, the public, local officials etc. may indicate a higher level of complexity.

Complex projects require more formalized constructability practices. Based on project complexity, the CRP can be classified into three levels of formality:

. Informal,
. Semiformal, and
. Formal

For the simplest of projects, an informal review consists of the review by one or two staff from the Regional Construction Group. This could involve the Construction Supervisor or a staff person assigned by the Regional Construction Engineer to do the review.

For moderately complex projects, a semiformal review consists of the review by a team assigned from within the Regional Construction Group. This could involve the Construction Supervisor, Engineer-In-Charge, Safety Coordinator, etc.

For the most complex projects, a formal review will be performed by an Independent Review Team assigned by the Regional Construction Engineer. The Independent Review team is described in more detail under the section herein entitled INDEPENDENT CONSTRUCTABILITY REVIEW.

SUMMARY OF CHANGES. The primary changes to the current procedure are 1.) establishing selection criteria based on project complexity 2.) identification of the (ADP) as the specific review time during design to ensure sufficient time to make changes if necessary 3.) the development of a constructability review checklist to be used as a guideline by the reviewers, and 4.) transferring the responsibility of determining the need for an Independent Review Team from the Regional Director to the Regional Construction Engineer.

TRANSMITTED MATERIALS.
Checklist for Constructability Review

ACTIONS BY REGIONAL CONSTRUCTION GROUP. The Regional Construction Group will coordinate the CRP so that it is consistent with the review process outlined in the Design Procedure Manual.

Regional Construction Groups will review plans and will consider the "Constructability" of all projects commensurate with project cost, complexity (as outlined above) and risk. The Regional Construction Groups will use the "CHECKLIST FOR CONSTRUCTABILITY REVIEW" as the minimum standard for what to review, when conducting a Constructability review.

When utilizing the checklist the reviewer(s) should address two fundamental questions, can the project be bid rationally and can it be built without significant contract change? The Constructability review should include consideration of economics, availability of materials, site restrictions, local conditions that may affect the construction process, environmental considerations, maintenance and protection of traffic and construction safety. Each of these components is defined on the attached checklist along with some pertinent criteria that should be addressed during design development. The questions listed under each component are not intended to be mutually exclusive nor are they meant to be all inclusive.

RESPONSIBILITY FOR REVIEWS. The Regional Construction Engineer will be responsible for assuring that Regional Construction Groups have qualified construction engineers assigned to a plan review function and that the primary objective of that plan review process is the "constructability" of the proposed plans. In most cases, this function can be performed within the Regional Construction Group as a routine responsibility. Often, the Construction Supervisor (Job Manager) is assigned this responsibility. In certain other cases, a Regional Construction Engineer may determine that an Independent Constructability Review is required,

utilizing some combination of resources from within or Consultants. The Construction Division will be notified of the initiation of each Independent Review, and the Regional Director will be kept informed of the progress of the review. Should the need arise for outside assistance, consultant assistance may be obtained through the Construction Division. Consultant services could be acquired through a Design Services Agreement, new designation, or in rare instances, through the project design agreement.

INDEPENDENT CONSTRUCTABILITY REVIEW. An independent constructability review is a formal review of all project data and documents by a specially selected independent team.

The independent constructability review team will be comprised of individuals with experience in the various aspects of design and construction required for the project at hand. The size of the team will depend on the complexity, regional significance or state significance, and the number of experts from other program areas needed to conduct an effective and timely review. The team will be chaired by a staff person from the Regional Construction Group selected by the Regional Construction Engineer.

TIMING OF REVIEWS. Constructability reviews for all projects should be performed at such a time when the design details are sufficiently completed to facilitate a meaningful review. The review should be conducted no later than the ADP phase. For large projects the Region may want to conduct the review during earlier phases of project design. The Constructability review should be coordinated with the Value Engineering review conducted during design, to ensure that the alternative construction methods adopted as a result of the Value Engineering review are considered when performing the Constructability review. Additionally, the designer must be given sufficient time to incorporate the recommended changes, if they are appropriate.

SCOPE AND DOCUMENTATION OF REVIEW. The individuals selected to perform the constructability review, i.e., construction group staff or the independent review team, will receive a thorough briefing of the project by the project designer and examine the project site (if appropriate). They should receive all available pertinent reference materials, including the design approval document, advanced detail plans, any special specifications or special notes, the construction schedule, Baseline Data provided on CONR 9I, ECOPAC, utility & railroad agreements if available. A reevaluation of decisions made during design phases I-IV should not to be undertaken as part of the constructability review, unless major issues are found. The reviewer(s) will address as a minimum, each of the items listed in the "CHECKLIST FOR CONSTRUCTABILITY REVIEW" of this EI that applies to the project. Additional criteria concerning the bidding or building of the project will be identified by the reviewers on a project by project basis.

Constructability issues that are identified by the reviewer and/or review team will be documented in a memorandum to the Regional Design Engineer and the Project Manager, who will share the information with the RPPM to assess program implications. After review and consideration the Regional Design Engineer, will document the reasons for their course of action concerning each recommendation in a memorandum to the Regional Construction Group, Project Manager and the RPPM. For reviews conducted by an Independent Review team, a copy of the above transmittals will be sent to the Construction Division. .

Constructability reviews performed by independent review teams must be documented in a report prepared addressing , at a minimum the topics outlined in the checklist. The completed report will be submitted to the Regional Director, Regional Design Engineer, Project Manager and the RPPM for their consideration regarding changes to the contract documents. An informational copy must also be provided to the Main Office Construction Division and the Design Division. After review and consideration of the recommendations contained in the report, the Regional Design Engineer must document the reasons for their course of action concerning each recommendation and provide a copy to the independent review team, RPPM, Regional Director, Construction Division, and the Design Division.

ACTIONS BY THE MAIN OFFICE. The “CHECKLIST FOR CONSTRUCTABILITY REVIEW.” will be continuously updated based on project site visits conducted by the Construction Division’s Engineering Liaisons during construction , Regional feedback, and disputed work reviews.

COST IMPACT. Constructability reviews as currently conducted should reduce the number of change orders, delays and disputes during construction, resulting in a net savings for the State. The changes introduced in this EI will have a negligible additional cost to the capital construction program.

CONTACT PERSON. Questions regarding this Engineering Instruction concerning interpretation should be directed to Lou DiLillo. Questions concerning the project related issues should be directed to John Grady. They may be reached at (518) 457-6475.

CHECKLIST
FOR
CONSTRUCTABILITY REVIEW

PIN # _____ Reviewer(s) _____
D# _____ _____
Designer _____ _____
Projected Letting Date _____ _____
Date Review Started_____ _____
Date Review Completed_____ _____

The following is a checklist of project items (if applicable to the project) that need to be reviewed during a Constructability Review :

	Description	**YES**	**NO**	**NA**	**MORE INFO NEEDED**
I.	**BIDDABILITY**				
	The clarity of the final plan and proposal to the bidders so that they may submit a fair and accurate bid.				
1	Are bidders unnecessarily restricted in their bids, or has the appropriate degree of flexibility been included in the bidding documents?				
2	Information sufficient to avoid major field changes?				
3	Coordination and agreements with appropriate agencies/parties?				
4	Permits been identified and sufficient time allowed to secure?				
5	MP&T plans adequate and complete?				
6	MP&T plans too restrictive?				
7	Items appropriate?				
8	Items omitted?				
9	Cross referencing between various contract documents consistent?				

CHECKLIST
FOR
CONSTRUCTABILITY REVIEW

	Description	YES	NO	NA	MORE INFO NEEDED
II.	**BUILDABILITY**				
	The accuracy and completeness of the contract plans so that the design as shown on the final plans can be built.				
A.	**Site Investigation**				
1	Sufficient field investigation been done to ascertain that contract work can be performed as shown on plans?				
2	Current site survey (horizontal & vertical controls)?				
3	Subsurface exploration?				
4	Utility investigation?				
5	Current traffic counts?				
6	Structural inspection?				
7	Emergency/interim structural repairs been considered?				
B.	**Right of Way**				
1	Sufficient R.O.W. available for all operations				
2	Equipment, material and hazardous waste storage?				
3	Staging?				
4	Field Office?				
5	Access requirements?				
6	Access to work areas?				
C.	**Construction Staging**				
1	Phased to provide minimum number of stages and reasonable work areas and access?				
2	Are there areas with restricted access?				
3	Are widths of work zones and travel lanes adequate?				

CHECKLIST
FOR
CONSTRUCTABILITY REVIEW

	Description	**YES**	**NO**	**NA**	**MORE INFO NEEDED**
4	Does staging cause special conditions (i.e., structural adequacy/stability)?				
5	Proposed adjacent contracts, restrictions, constraints identified and accounted for?				
6	Can the details as shown on the plans be constructed using standard industry practices, operations and equipment?				
D.	**M&PT/Traffic Control**				
1	M&PT requirements realistic for site conditions?				
2	Are lane closures reasonable for traffic volumes?				
3	Adequate provisions for access for pedestrians and abutting properties?				
4	Signing and traffic control adequate?				
5	Can construction operations be carried out safely under M&PT and staging?				
6	Design adequate for averting delays /congestion?				
7	Is a detour necessary for averting delays /congestion?				
E.	**Schedule**				
1	Length of time and production rates for work reasonable?				
2	Is sequence of construction reasonable?				
3	Seasonal limits on construction operations?				
4	Utility relocation schedule reasonable?				
5	Regulatory permit restrictions?				
6	Processing of shop drawings and related approvals?				
7	Materials ordering, fabrication and delivery requirements				
8	Restricted hours impact on production?				

CHECKLIST
FOR
CONSTRUCTABILITY REVIEW

	Description	**YES**	**NO**	**NA**	**MORE INFO NEEDED**
9	All necessary construction operations identified?				
10	Relationship with adjacent contracts?				
11	Impact of additional work (emergency structural repairs, additional quantities of concrete/ steel repair)?				
12	Time related specs - completion / milestone realistic?				
13	Night and weekend work proposed, and impacts considered?				
F.	**Special Materials / Conditions**				
1	Pertinent provisions and restrictions clearly indicated?				
2	Any special (unique / proprietary) materials, methods of technologies required for contract?				
3	Special coordination required, RR, Permits, Regulatory				
4	Presence of asbestos, hazardous waste or toxic materials?				
5	Safety requirements, fall protection, electric lines, and other utilities, RR requirements				
6	Winter concreting and the schedule for delivery of concrete?				

Additional Comments:_____

CHECKLIST
FOR
CONSTRUCTABILITY REVIEW

Reviewers:

Signature	Title	Date
Signature	Title	Date
Signature	Title	Date
Signature	Title	Date
Signature	Title	Date
Signature	Title	Date